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The Hon. Mr. Justice KEKEWICH.

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FREDERICK JOHN BLAKE, Esq.

LIAM WILLIAMS, Esq.

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The Solicitors' Journal and Reporter.

LONDON, JULY 26, 1890.

CURRENT TOPICS.

THE CHANCERY REGISTRARS in vacation will be Mr. CARRINGTON for the first half of the time, and Mr. CLOWES for the remainder.

THE NEW RULES in Lunacy, 1890, which are dated the 1st of July, were issued at the beginning of this week, and are to come into operation on the 1st of August. They comprise no fewer than 146 rules, and cover, with the schedule of forms, 33 pages. We indicate the leading alterations elsewhere.

WE REGRET to hear of the sudden death of Mr. FRANK MILNE, formerly a registrar of the Court of Chancery and the Chancery Division. He retired in March, 1879, after fifty-one years' service in the legal departments; the first seventeen of which were passed as a Side Clerk in the Court of Exchequer.

THE COURT OF APPEAL No. 2 will not sit after this week, and Lord Justice COTTON, who requires rest, will begin his vacation at once. Lord Justice LOPEZ will, it is understood, assist in the Queen's Bench Division, and Lord Justice FRY will hear some of the actions in Mr. Justice KEKEWICH's list. Any matters not this week disposed of by this Division will, if necessary, be heard before the other Division of the Court of Appeal.

IN ANOTHER COLUMN we print an order transferring from Mr. Justice KEKEWICH to Lord Justice FRY thirty-five actions for the purpose only of trial or hearing. It is understood that Lord Justice FRY will sit on Monday next in the Appeal Court No. 2 to hear the earliest of these cases. Seeing that there will be only fourteen days available for the purpose, the number of actions transferred appears excessive, but it will be observed that those undisposed of will stand retransferred without further order.

FROM THE Vacation Notice, which we print elsewhere, it will be seen that Mr. Justice LAWRENCE will be the Vacation Judge for the earlier portion of the Long Vacation. The court of Mr. Justice NORTH will be again used for the purposes of the Vacation sittings in court, and the court of Mr. Justice STIRLING for the purpose of hearing summonses adjourned to be heard in chambers by the judge in person. This arrangement will prove equally convenient to the Vacation Judge himself as to those who have to appear before him.

WE OBSERVE that Mr. HASTIE has issued a circular to the members of the Incorporated Law Society in which he gives notice that he has been advised that Mr. GREGORY, having ceased to practise, is disqualified as a candidate for re-election on the council, and that all votes given for him will be thrown away. The secretary of the Incorporated Law Society has also sent a circular to the members in which he refers to that of Mr. HASTIE, and says he is

desired by the council to state that in their opinion Mr. GREGORY, who has taken out his certificate, is duly qualified for re-election.

THE SUDDEN transfer to Lord Justice FRY, close to the Long Vacation, of so many actions on Mr. Justice KEKEWICH's printed list, is likely to give rise to great inconvenience. Actions are included in the transfer which it was reasonably supposed could not come on before the Long Vacation, and the preparations for trial are accordingly in an incomplete state. We believe, also, that there are cases in which parties and witnesses, acting on the assumption aforesaid, have left England for their summer holiday, with the expectation that they would not be required before October. In such cases, considering the shortness of the notice given, it would be obviously unjust to treat the parties as in default.

IT APPEARS probable that the question whether it is *ultra vires* for a limited company to issue shares at a discount will soon be brought before the House of Lords. Our readers will remember that in *Re Almada and Tirito Co.* (36 W. R. 593, 38 Ch. D. 415) the Court of Appeal decided that such an issue of shares is illegal. Prior to that decision it had been held by Mr. Justice CHITTY in several cases that such an issue of shares was valid if authorized by the company's articles of association. On Thursday last an action came before Mr. Justice NORTH for trial in which the ordinary shareholders of a company sought a declaration that an issue of preference shares which had been made at a discount was beyond the powers of the company, and that the holders of the shares so issued were liable to pay up the full nominal amount thereof. It was admitted that the case was governed by the decision of the Court of Appeal, and judgment was accordingly given for the plaintiffs without any argument, but it was stated that it was intended by the defendants to carry the case as speedily as possible to the House of Lords. It may be hoped, therefore, that this important question will before long receive the consideration of the highest tribunal.

IN THE CASE of *Simmons v. Hughes* (reported elsewhere), which was before the Court of Appeal on Wednesday last, the court was once again called upon to give a decision upon the question of specific description in a bill of sale—a question which, as Lord Justice FRY recently said in another case, "is always reappearing and is always embarrassing." In *Simmons v. Hughes* the chattels comprised in the bill of sale consisted of a printer's stock-in-trade, one article of which was described in the inventory as a "Premier plating machine," the correct name of the article in question being "Premier platen machine." It was admitted that, in point of fact, the words "Premier plating machine" described no known machine, and Mr. Justice DAY held that it was a case of a clerical error which would deceive nobody, and that the words used were a sufficient description to satisfy section 4 of the Act of 1892. It was contended on behalf of the appellant that a description of a "platen" machine as a "plating" machine was calculated to lead a person reading the bill of sale to believe that the description had reference to an electro-plating machine, and not to a printing machine at all. The well-known decisions of the Court of Appeal upon the question of specific description were cited in argument—namely, *Roberts v. Roberts* (32 W. R. 605), where it was held that chattels referred to as "household furniture and effects" were not specifically described; *Witt v. Banner* (36 W. R. 115), where the description—"At 47, Mortimer-street; four hundred and fifty oil paintings in gilt frames, three hundred oil paintings unframed, fifty water colours in gilt frames, twenty water colours unframed, and twenty gilt frames"—was held not to be a compliance with section 4 of the Act; and *Carpenter v. Deen* (23 Q. B. D. 566) where the words "twenty-one milch cows" were also held not to be such a specific description as to satisfy the section. Two decisions of FRY, L.J., and MATHEW, J., sitting as a divisional court, were also considered by the Court of Appeal: *Cooper v. Huggins* and *Jones v. Roberts* (ante, pp. 96, 254). In the first of these cases the description "twelve oil paintings in gilt frames," referring to the pictures in a particular room in a private house, was held to be sufficient; and in the second case the words "all my farming stock, compris-

ing four horses, five cows," &c., were also held to be a sufficiently specific description, on the ground that, in the circumstances of that case, the description was as specific as could reasonably be expected. Applying the principle upon which all these cases have been decided to the case of the misdescription of the machine in the bill of sale in *Simmons v. Hughes*, the Court of Appeal held that, as no business man would be deceived by the mis-spelling, and that, if there had been no mis-spelling, there would have been such a description as a business man would expect, there was a sufficient specific description of the machine to satisfy the section.

THE DECISION of the Court of Appeal in *Re an Arbitration between Nelson & Sons and Smith & Service* (ante, p. 637) calls attention to an omission which has been made, intentionally or otherwise, in sections 5 and 6 of the Arbitration Act, 1890. These provide for the failure of either party to appoint an arbitrator, and for the failure of the arbitrators to appoint an umpire. Where the reference is to a single arbitrator, and the parties do not agree upon one, or where two arbitrators do not agree upon an umpire, then, under section 5, an appointment may be made by the court. And where the reference is to two arbitrators, and one party declines to make any appointment, the other party, by section 6, may appoint his arbitrator to act alone. But neither section provides for the not unusual form of agreement under which the reference is to be to three persons, one to be appointed by each of the parties, and the third by the two so chosen, the decision of the three or of any two of them to be final. The point is not by any means a new one. The above sections are almost literal reproductions of sections 12 and 13 of the Common Law Procedure Act, 1854, and in *Gumm v. Hallett* (L. R. 14 Eq. 555) it was decided that they did not cover an agreement of the kind just described. This seems to be abundantly evident from their terms, and there was no doubt about the matter either in that case or in the recent case before the Court of Appeal. But on this occasion it was contended that some change in the power of the court to appoint an arbitrator had been introduced by section 1 of the Arbitration Act, 1890, under which submissions are to be irrevocable and are to have the same effect as if they had been made rules of court. The ground for this is not very clear. The fact that a submission has been made a rule of court has always facilitated the enforcement of the award, and has provided a safeguard against irregularities in the course of the reference; but there appears to be no authority for saying that it has ever been regarded by the courts as giving them power to appoint an arbitrator. The only power they have had for this purpose has been by force of the statutes above referred to. It may be noticed that the form of agreement in question has frequently attracted adverse criticism. There is a tendency for each of the first two arbitrators to regard himself as an advocate for the party nominating him, while the third takes the position of umpire. Conduct of this kind induced COLERIDGE, J., in *Templeman and Reed* (9 Dowl. 962), to declare that such references were in his opinion "senseless and mischievous, founded on a totally wrong principle, expensive in their operation and constantly ending in failure and disappointment." The fact that they have nevertheless held their ground may shew that they are not quite so bad as this, but it will be well to realize that, in addition to their natural defects, they have once more been left without the assistance which the Legislature has provided for enforcing the due carrying out of arbitration clauses of a more usual kind.

A RECENT DECISION by Sir P. H. EDLIN, the chairman of the County of London Sessions, calls attention to a misapprehension which has arisen with regard to the real effect of the judgment of the Court for Crown Cases Reserved in *Reg. v. Brown* (38 W. R. 95, 24 Q. B. D. 357). The prisoner had been charged with attempting to commit an offence upon a fowl, and a doubt had arisen whether a fowl was an animal within 24 & 25 Vict. c. 100, s. 61. This was in consequence of the decision in the unreported case of *Reg. v. Dodds*, and the result shews that unreported cases are best left alone. When the decision came to be examined, it was very uncertain whether it proceeded upon the ground suggested—in which case the court was clear that it was wrong—or

upon the ground that the offence was one which from its nature could not have been completed. In the latter case it would be governed by the authority of *Reg. v. Collins* (12 W. R. 886, L. & C. 471), where it was held that in law there can only be an attempt to commit an act when there is such a beginning as, if uninterrupted, would end in the completion of the act. But, supposing this to have been the real ground in *Reg. v. Dodds*, then, inasmuch as, in *Reg. v. Brown* the court considered that the offence could in fact have been committed, it became irrelevant, and there was no reason to notice further the decision in *Reg. v. Collins*. Nevertheless, COLERIDGE, C.J., who delivered the only judgment, expressed an opinion upon it, and, according to the reports referred to above, he stated that the judges were agreed that it ought no longer to be considered as law. Another report, however (61 L. T. Rep. N. S. 595), represents him as saying: "Now that is a decision with which we all agree." In point of fact, we believe, the judgment was somewhat informal, and it was not very easy to catch what actually was said. In the recent case at sessions Mr. GRAIN stated that Lord COLERIDGE had sanctioned the former version, and upon this the chairman acted. How far he was justified in so doing seems to be a matter of considerable doubt. As we have shown, it was not necessary for the decision in *Reg. v. Brown* to say anything about *Reg. v. Collins*, and hence the opinion expressed upon it is a mere *obiter dictum*. As coming from the court in question, it is doubtless entitled to considerable weight, but so also are prisoners entitled to be judged according to clear law. Not only, however, does *Reg. v. Brown*, where there was no argument, profess to overrule *Reg. v. Collins*, a case decided after argument by a strong court (COCKBURN, C.J., WILLIAMS, J., MARTIN, B., CROMPTON, J., and BRAMWELL, B.), but no notice was taken of the fact that the matter had already been decided in *Reg. v. M'Pherson* (1 D. & B. 197), also after argument, and by a court including COCKBURN, C.J., WILLES, J., and BRAMWELL, B. In the latter case the indictment was for breaking into a house and stealing certain goods therein, and the jury acquitted the prisoner of the felony, but found him guilty of the attempt. It was proved, however, that the goods named were not in the house, having been previously stolen by someone else, and it was held accordingly that, as the felony could not have been committed, there had been no attempt. BRAMWELL, B., put the case of a man striking, with intent to murder, at a block of wood which he believed to be his deadly enemy. In such a case no conviction of an attempt to murder could follow. And COCKBURN, C.J., thought there was a clear distinction between attempting to commit a felony and intending to do so. It is, of course, somewhat of a violation of ordinary language to say that a man who with felonious intent puts his hand into a lady's pocket and finds it empty does not attempt to steal, although Mr. POLAND, who appeared for the prisoner in *Reg. v. Collins*, said it was a mere voyage of discovery. But when legal terms have been defined by courts of authority after full argument, it is questionable how far the definition thus arrived at can be properly altered by an *obiter dictum* of judges who have heard no argument, and who do not seem to have examined the cases.

THE DECISION of the Court of Appeal in *Windhill Local Board v. Vint* (reported elsewhere), affirming the decision of STIRLING, J., merely follows the settled rule as to compounding misdemeanours, and the illegality of a consideration thus raised is not cured by the fact that the judge presiding at the trial has approved of the arrangement. The whole question was thoroughly discussed in *Keir v. Leeman* (9 Q. B. 371). The plaintiff in that case had indicted several persons for riot and for an assault committed on a constable in the discharge of his duty in connection with proceedings on a *h. fa.* The defendants were third parties who, in consideration that the plaintiff would, at their request, not further prosecute, promised to pay the balance due on the judgment in the original action. The plaintiff, with the assent of the judge, did forbear to prosecute further, and subsequently brought an action on the promise; but it was held that it was founded on an illegal consideration, and was void. It appears, indeed, to have been thought in the previous case of *Drage v. Ibberson* (2 Esp. N. P. C. 643) that a consideration for an agreement settling a misdemeanour might be good in law, as in the case of a nuisance, on the ground that if

the nuisance were thereby removed the whole object of the prosecution would be attained. But in *Keir v. Leeman* TINDAL, C.J., pointed out that the court in that decision had overlooked the consideration that the defendant, who had infringed the public right, was thereby entirely freed from the punishment due to his violation of the law, and while it was admitted that a man might make an agreement in respect of his own civil rights, no exception was allowed to the rule forbidding a settlement of injuries against the public. "We have no doubt that in all offences involving damages to the injured party for which he may maintain an action, it is competent for him, notwithstanding they are also of a public nature, to compromise or settle his private damage in any way he may think fit; it is said, indeed, that in the case of an assault he may also undertake not to prosecute on behalf of the public; it may be so, but we are not disposed to extend this any further." In the present case, which was a prosecution by a public authority for obstruction of a highway, there was no question of any private right, and the agreement to withdraw from the prosecution in consideration of the defendants undertaking to remove the obstruction was purely a compounding of an injury to the public. Consequently, unless the Court of Appeal No. 2 were disposed to review a common law decision of great authority, and this was hardly to be expected, there was no choice but to hold it illegal. At the same time, the rule appears to be unnecessarily strict, and in cases of this kind it might be well if an express power to sanction such compromises were to be conferred on the judges.

IN THE CASE of *Roberts v. Woodward* (*ante*, p. 640) the Divisional Court (POLLOCK, B., and A. L. SMITH, J.) appear to have put a somewhat narrow construction upon the power of inspectors under Part II. of the Weights and Measures Act, 1889, relating to the sale of coals. Under the Metropolitan Acts, 1 & 2 Will. 4, c. lxxvi, s. 57, and 1 & 2 Vict. c. ci, s. 3, the penalty for non-delivery of a weight ticket is £20, and the penalty for sending short weight is a sum not exceeding £5 for each sack found to be deficient. Under section 21 of the present statute, which is of general application, these are replaced by fines not to exceed in either case £5, and they are incurred whenever there has been non-delivery of the ticket, or whenever the quantity of coal delivered is less than that expressed in the ticket irrespective of any actual fraud or further misrepresentation by the seller. It is different, however, when a fine is inflicted through the intervention of an inspector under section 29. By sub-section (1) he is empowered to weigh any coals which are found in a place where they are kept for sale, or which are in course of delivery to a purchaser, and sub-section (2) provides for the imposition by a court of summary jurisdiction of a fine not exceeding £5 if the weight is less than "that represented by the seller." In the case in question the coal merchant had the coals done up in sacks which were supposed to contain 1 cwt. each, and he sent out five of these to a customer who had ordered 5 cwt. Upon being weighed by an inspector, four of the sacks were found deficient in weight, and proceedings were taken under the above section, but the court held that no misrepresentation had been made by the seller, that is, the coal merchant, and that it did not apply. It must be assumed that no ticket had been delivered, so that the seller would in any case have been liable under section 21, but the language used in section 29 appears to fetter considerably the control exercised by inspectors.

THE "NOTE" of gravity which usually characterizes the tone of all the proceedings in Court of Appeal No. 2 was for a moment utterly changed on Wednesday last. During the hearing of a case in which the trustees of the Amalgamated Sailors' and Firemen's Trades Union were the appellants and the secretary and other officers of a branch of the same trade union were the respondents, counsel for the appellants had suggested that the respondents had refused to render accounts to the head office of the subscriptions from seamen received from time to time by the local branch; and counsel for the respondents, interrupting, had repelled this suggestion by saying that the respondents were quite willing to account provided that the appellants also accounted for the subscriptions received at the head office. Thereupon a voice from the

gallery gently, but nevertheless quite audibly, interjected "hear, hear." The respondents' counsel, not having quite caught what was said, and believing that the voice had come from the bench, responded by the query, "I beg your lordships' pardon?" *Sol-runtur risu tabula.*

A NEW TERROR TO EXECUTORS.

SIR ALBERT ROLLIT'S Bankruptcy Bill contains, even in its amended form, many objectionable provisions, but we think none more strange than the three lines which originally constituted the whole of sub-clause 3 of clause 23 (originally clause 20), which provide that

"On an order of administration being made under the same section [i.e., section 125 of the Bankruptcy Act, 1883], the bankruptcy of the deceased debtor shall be deemed to have relation back to, and to commence at, the time of his death."

That is to say, in place of the bankruptcy of the deceased debtor commencing, as at present, from the date of the administration order, it is to be carried back—months or years it may be—to the death of the debtor. Some apprehension of the consequences of this strange provision appears to have been entertained in the House of Commons, for a clause was subsequently added providing that such relation shall not affect

- (a) payment by an executor or administrator of the debtor's funeral and testamentary expenses; or
- (b) any payment so made "for the necessary subsistence and maintenance of the debtor's widow or children"; or
- (c) "any other payment so made *bonâ fide*, which the court is satisfied has been made in ignorance of the debtor's insolvency, and without an intention to fraudulently prefer any creditor of the debtor."

We should like to know whether the persons who are responsible for this provision have considered what will be the position of an executor or administrator in case it becomes law. It appears to us that it must seriously hamper personal representatives in dealing with the property of their testator or intestate, and must render the title of purchasers of property from a personal representative open to question for an indefinite period. It would seem that transactions of the personal representative may, in the event of the estate ultimately proving to be deficient, be challenged and set aside by the bankruptcy officials after the lapse of many years, and even, possibly, after the death of the personal representative. How, we would ask, under these circumstances, is any personal representative to make a title to any property?

Again, how is an executor or administrator whose payments and acts are liable to be subsequently disallowed to make the immediate payments which must often be made, and to take the immediate steps which must often be taken, in the case of a testator or intestate who has been in business, to prevent a sacrifice of the estate? The executor or administrator frequently can know very little at first as to whether the estate will ultimately prove to be solvent or insolvent. The estate may appear at first to be solvent, but some unexpected event may occur rendering it insolvent. If the estate should prove to be solvent, the personal representative will be blamed by those interested, even if not held legally responsible, for omitting to make the payments and take the steps above referred to; but, on the other hand, if he does make these payments and take these steps he runs the risk of the estate proving insolvent, and of his payments and acts being disallowed by the bankruptcy officials. Before the executor can claim immunity for his payments he must "satisfy the court" that they were (1) made *bonâ fide*; (2) made in ignorance of the debtor's insolvency; and (3) without an intention to fraudulently prefer any creditor of the debtor. At present the law, rightly or wrongly, allows a creditor to obtain payment, and an executor to pay him, although the estate be insolvent. If this new clause becomes law, this rule will be abrogated, and every payment by the executor, except such funeral and testamentary expenses and allowances for the deceased's widow and family as the bankruptcy officials may deem proper, will be liable to be questioned and disallowed. Here is surely a new terror added to the office of executor. He cannot himself place the estate in bankruptcy, and he will apparently, in most cases, be driven to administer it under the direction of the Chancery Division.

We need hardly add that the new provision for relation back of the bankruptcy is unnecessary for the purpose of enabling the bankruptcy officials to obtain accounts of the estate, for under rule 278, after an administration order has been made, it is already the duty of the legal personal representative of the deceased debtor to lodge with the official receiver an account of his dealings with, and administration of, the deceased's estate. This provision, however, is obviously not considered strong enough by the bankruptcy officials, for a further new terror is to be added to the office of executor by the application to proceedings under section 125 of section 27 of the Bankruptcy Act, 1883, which provides for the summoning before the court of any person known or suspected to have in his possession any of the estate or effects belonging to the debtor, or capable of giving information respecting the debtor, his dealings or property. The executor or administrator has, therefore, in the future the cheerful prospect, besides prolonged controversy with the bankruptcy officials as to his payments and acts, of having to appear in the witness box and submit to examination before the court. If this Bill should pass into law in its present state, we hardly think that election on the Council of the Incorporated Law Society will compensate Sir ALBERT ROLLIT for the indignation likely to be occasioned by the manifold injustice and inconvenience which will arise from the legislation he is so gratified to have pushed through the House of Commons.

THE NEW LUNACY RULES.

THE new Lunacy Rules which have just been issued appear to consist chiefly of a re-arrangement and re-enactment of the rules of 1883, and some of the practice sections of the Lunacy Regulation Act, 1853. The most important are those numbered from 12 to 21, which relate to the mode in which applications are to be made under the Lunacy Act, 1890. By rule 12 an application for an order for inquisition is still to be made by petition, a form for which is given in the schedule, and, as under the order of the 4th of May, 1827, it is to be signed by the petitioner and attested by a solicitor. Applications for a traverse, and for vesting orders as regards property of which a lunatic is trustee, are also to be made by petition (rule 13); but, by rule 15, all other applications under the Lunacy Act, 1890, are, unless the judge in any particular case otherwise directs, to be made by summons at chambers before the masters in lunacy. By section 108 (1) of that Act it has been provided that the jurisdiction of the judge in lunacy may be exercised either by the Lord Chancellor for the time being intrusted by sign manual with the care of the persons and estates of lunatics, acting alone or jointly with any one or more judges of the Supreme Court so intrusted, or by any one or more of such judges. In addition to the general provisions of rule 15 as to applications under the Lunacy Act, it is also provided by rule 16 that in all cases where the judge has, under the Lands Clauses Acts, the Settled Estates Act, 1877, the Settled Land Acts, 1882 and 1884, or any other enactment, jurisdiction to make an order on petition affecting the property of a lunatic, the application for the order is, unless the judge in any particular case otherwise directs, to be made by summons; and where a petition is presented without such direction, no further costs are to be allowed than would be allowed on a summons (rule 17). Petitions for an order for inquisition and for a traverse, and the evidence in support, are to be filed in the master's office and laid before the judge out of court (rule 14), but in all other cases, including petitions for vesting orders, the masters are to consider the summons or petition and the evidence in support (rule 18). They will, unless the judge dispenses with a certificate, certify the result of the evidence and prepare the minutes of the order, and will then lay the summons or petition, with the certificate and minutes, before the judge, who may, if he thinks fit, also require the evidence to be laid before him. By rule 19 all matters which require to be brought before the judge are to be brought before him out of court, and he may make an order upon any summons or petition without attendance of counsel, solicitors, or parties, or after such attendance. The summons or petition may be adjourned into court or may be referred back to the masters for inquiry, and any matter once in court may be adjourned again for consideration by the judge out of

court. Rule 20 enables the judge and masters respectively to direct any person to be served with notice of any application, or to dispense with service, and rule 21 continues the present practice for the masters to communicate personally with the judge with regard to points of novelty or difficulty arising in matters pending before them, and also for them to attend the judge at his request to give any information or assistance he may require. The general effect of these rules is to require all applications in lunacy, other than petitions for an inquisition or a traverse, to be made in the first instance before the masters in chambers, while petitions for an inquisition or traverse will be simply filed in the masters' office and laid before the judge out of court. Moreover, the judge is at liberty to act without the attendance of the parties or their counsel or solicitors, and no matters will go into court except such as he adjourns there.

With regard to the inquisition and the proceedings after inquisition, matters which are regulated by rules 22 to 47, no change of importance seems to have been made. The old forms of notice to the alleged lunatic, and of demand by him for a jury, are reproduced in the schedule; and by rules 27 and 28 the same inquiries after inquisition with regard to the position, property, and maintenance of the lunatic are still to be made, and the result certified by the masters. The most important change, though it is a matter simply of arrangement, is that sections 80 to 85 of the Lunacy Regulation Act, 1853, are here introduced in the form of rules. Under these, inquiry may be made as to the property of a lunatic out of the jurisdiction; inquiry as to the next of kin and the heir may, in suitable cases, be deferred or altogether dispensed with; or a relaxation may be made as to strict proof of pedigree. Moreover, the masters are to determine who is to attend the proceedings, while they may appoint a guardian for an infant next of kin, consolidate proceedings referring to different members of the same family, and determine whether parties are to be represented by the same or different solicitors. By rule 43, which appears to be new, when the masters decide that an application ought not to be granted, or that any inquiry was unnecessary, they are to decide whether the application or inquiry was proper, and, if so, the costs are to be allowed on taxation by virtue of their note; but otherwise the judge is to direct how they are to be borne. Rule 47 might be the better for a few additional stops. It enacts, somewhat oddly, that "the masters may, on being satisfied of a lunatic's death *without order* open and read any document deposited with them purporting" to be of a testamentary nature. This looks as though the lunatic's death was supposed, in ordinary cases, to be dependent on the will of the judge, and that his presumption in quitting this world without an order was to be punished by violating the secrecy of his testamentary dispositions.

It will be remembered that sections 116 to 130 of the Lunacy Act, 1890, relating to management and administration, give powers of dealing with the property of other persons than lunatics so found by inquisition. These are (1) persons lawfully detained as lunatics; (2) every person with regard to whom it is proved to the satisfaction of the judge in lunacy that he is, through mental infirmity arising from disease or age, incapable of managing his affairs; (3) every person with regard to whom it is similarly proved that he is of unsound mind and incapable of managing his affairs, and that his property or annual income does not exceed £2,000 or £100 respectively; and (4) criminal lunatics. The third of these classes was created by the Lunacy Regulation Act, 1862, though the limits of value there specified have now been doubled, and proceedings with regard to persons included in it were regulated by rules 58 to 65 of the rules of 1883. These are now replaced by rules 48 to 54, which are made applicable to each of the above classes. In general, seven clear days' notice of an application is to be given (rule 48), but where the property is within the limits specified above, rule 51 empowers the masters to dispense with notice to the owner of any application after the first. By rule 53 the masters may direct notice of the proceedings to be given to any of the next of kin or to any other person, and only persons so directed to be served with notice are to be at liberty to attend on the inquiry. Rule 52 appears to be new, and gives the masters power to visit the person whose property they are asked to deal with, or to require him to be produced before them. In all cases not thus specially provided for, the rules as to lunatics so found by inquisition are to apply to applications relating to the property of persons of unsound mind not so found (rule 54).

One of the most important parts of the Lunacy Act, 1890, so far as general practice is concerned, is that comprised in sections 133 to 143, relating to vesting orders. These now contain the provisions of the Trustee Act, 1850, and the Trustee Extension Act, 1852, with regard to the vesting of the estates of lunatic trustees, and the appointment of new trustees, but there is no section corresponding to section 37 of the former of these Acts, prescribing the person by whom application is to be made. The omission is filled up by rule 55, which is similar to the section referred to. An application for the appointment of new trustees, or which relates to trust property, may be made by any person beneficially interested, whether under disability or not, or by a duly appointed trustee; and applications relating to property in mortgage may be made by any person beneficially interested in the equity of redemption, or by any person interested in the mortgage-money. Rule 56 enacts that the summons (though under rule 13, as we have seen, applications for vesting orders are to be made by *petition*) is to be intitled in the matter of the trust or mortgage, and in the matter of the Lunacy Act, 1890. And by rule 57 the application is to be served on the persons who would be served according to the practice of the Chancery Division—that is, in general, on all the beneficiaries.

Rules 58 to 70, relating to orders and certificates, do not contain much that is new; rule 61, however, requires the masters to prepare their certificates as far as possible without attendance of solicitors or parties, and rule 70 provides that clerical mistakes in orders or errors arising therein from any accidental slip or omission may at any time be corrected by the judge or the masters. Rules 71 to 82 continue the practice with regard to committees of the estate and person and regulate the giving of security and the passing of accounts. Where balances are retained by the committee the interest to be charged against him is reduced from £5 to £4 per cent., (rule 79). Rule 81 deserves considerable praise for the manner in which it consolidates the provisions of the old rules 85 to 88 of 1883 as to the passing of accounts on the discharge or death of the committee, the *superedeas* of the inquisition, or the death of the lunatic.

The remainder of the rules call for little comment. As to receivers (83, 84), evidence (85—92), summonses (93—100), the chancery visitors (101—106), costs and taxation (107—114), construction of and proceedings under orders (115—124), percentage and fees (125—137), and copies of documents (138—146), scarcely any change has been made, and in general the rules of 1883 are reproduced *verbatim*. With regard to costs, section 107 raises the limit of the lunatic's income which entitles to costs on the higher scale, and these will now be allowed only when the income exceeds £300 a year. By rule 112 costs in lunacy are to be taxed by such taxing officer as the Lord Chancellor directs, and where no special provision is made the Rules of the Supreme Court as to taxation are to apply in lunacy (rule 113). Generally, however, the matter is regulated by rule 114, which reproduces the order of the 6th of May, 1889. Under rule 125 the percentage payable out of the lunatic's estate is to be at the rate of £4 per cent., with a maximum limit of £400. The fees payable on proceedings in lunacy are given in rule 126, and are unchanged. In general it appears that the old practice will go on for the present, with the exception that the matters which will come into court will be considerably reduced, and a great many of the ordinary proceedings in lunacy will go on without the attendance of the parties, or of any person on their behalf. We say for the present, because there is some reason to believe that these rules are only intended to be temporary. It should be noticed that, under section 338 (7) of the Lunacy Act, 1890, the rules do not come into operation until the expiration of one month after they have been "made and issued."

The following story (probably an invention) is current. An inquiry was made of a learned judge how he got on with a certain judicial colleague, and his reply was, "Oh, very well, since he recovered from his recent attack of insomnia."

The order for the second reading of the Public Trustee Bill in the House of Commons was discharged on the motion of the Attorney-General on the 17th inst. The Attorney-General said that he proposed to refer this Bill and the Trust Companies Bill of the hon. and learned gentleman opposite to a Select Committee at the earliest possible period next session.

REVIEWS.

KEY AND ELPHINSTONE'S CONVEYANCING.

KEY AND ELPHINSTONE'S COMPENDIUM OF PRECEDENTS IN CONVEYANCING. THIRD EDITION. By THOMAS KEY, assisted by C. HERBERT BROWN and ALFRED HULL DENNIS, Barristers-at-Law. Two Vols. Sweet & Maxwell (Limited).

[FIRST NOTICE.]

It has sometimes been said that, although Key and Elphinstone, with its wealth of alternative forms and neatness and conciseness of expression, is an admirable precedent-book for the experienced practitioner, it is not a work which can be put into the hands of a clerk to prepare from it even a simple draft. There was some truth in this, though we do not think that a clerk of average capacity would have found much difficulty in clothing the skeleton forms of simple drafts in the last edition. But in the present edition the objection has been to a considerable extent removed. Full forms of some of the simpler and most frequently-used instruments are now given. For instance, in place of the form of mortgage in fee of freeholds, which, in the last edition occupied somewhere about thirty lines, consisting mainly of references to the forms of clauses grouped and classified in the previous pages, there is inserted in the present edition a form which, except as regards the covenant to insure and repair, may be copied out without reference to other pages of the book. We think that this alteration will tend to increase the usefulness of the work, and it may be well to consider whether it might not with advantage be carried somewhat further in a future edition: for instance, a full form of the usual simple will, disposing of real and personal estate in trust for conversion, might, we think, with advantage be given. These simple wills have often to be prepared in a hurry, and the process of hunting for the clauses might—if we may adopt the shortened language of the precedents—cause imper and singr observans nevs in gent wiht reasle ground for the pcdg.

We are not sure that the increased use of abbreviations, and the increased abbreviation of ordinary abbreviations, will be altogether helpful to the class of persons whose wants we have been considering. It is probably absolutely necessary in order to keep down the bulk of the book, and no one at all familiar with the practice of conveyancing can be puzzled or misled, but learned judges of the Queen's Bench Division, and articulated clerks at the commencement of their career, might not be able to attach a definite meaning to "jt," or "pt," or even "ptnp."

But these unusual contractions do not occur in the simple forms of instrument; and we can hardly imagine a better training for an articulated clerk just commencing his conveyancing career than to study these simple forms given in full, with the explanatory notes. If he does not get from them a clear notion of the meaning of, and reasons for, the different portions of the draft, he must be dense indeed.

In other matters the interests of the inexperienced practitioner have been consulted. An alteration which will tend to prevent serious omissions is the printing of the magic words "as beneficial owner," "as trustee," &c., in heavy type; and the use of variations between brackets in the text has been considerably diminished.

Another change in the direction of rendering the work more useful to students has been introduced which we hope to see still further developed in future editions. To several of the heads a preliminary note has been prefixed, summing up in concise paragraphs the principal general points bearing on the class of instruments included in that head. These notes, we may add, are not merely of value to the student, but place before the practitioner in a condensed form something like a complete treatise or digest—see particularly the note on bills of sale in the second volume, which is an admirable example of clearness of arrangement and marshalling of an enormous mass of decisions.

Coming now to the practitioner, the first thing we have to observe upon is the increase in the number of precedents. There are not many classes of instruments and of clauses which have not been increased; but we think that this increase is most observable in conditions of sale. The part of the first volume devoted to these has been increased to over ninety pages. There is no branch of conveyancing in which there is more constant growth and change than in conditions of sale, and we venture to think that a more complete collection, brought down to the "tips" of the latest date, is not to be found than that in the present edition. One part of the scheme of the book—collecting together varieties of clauses adapted to different circumstances—is peculiarly well fitted to conditions of sale; and here the usual arrangement is properly inverted. A few complete forms of general conditions are first given, and then these are followed by special conditions arranged under seventeen heads. Careful and elaborate notes at the foot of each page, giving the substance of, or a reference to, cases or statutes, and explaining the effect of the conditions in the text, constitute a valuable commentary and guide to the practitioner.

THE LAWS OF ENGLAND.

COMMENTARIES ON THE LAWS OF ENGLAND. By THOMAS BRETT, LL.B., B.A., Barrister-at-Law. 2 Vols. William Clowes & Sons (Limited).

The object of this book is "to give, in as comprehensive a manner as is possible within moderate limits, an account of the present law of England . . . and to render substantial assistance to the student." The work is divided into thirteen books.—1. Real Property; 2. Personal Property; 3. Contracts; 4. Torts; 5. Equity; 6. Practice; 7. Evidence; 8. Bankruptcy; 9. Probate and Administration; 10. Divorce; 11. Admiralty; 12. Ecclesiastical Law; 13. Criminal Law. The design and arrangement are satisfactory, and the book is written in good English. Of course, the laws of England, condensed into two moderate-sized volumes, cannot possibly be stated in much detail, still, on many subjects, there is given a very fair and readable summary, often enlivened by well selected extracts from judgments and short statements of recent decisions. The student will find it by no means a dry book, and the style and expression are so clear that he will not often have to read twice over a passage to understand its meaning. What we complain of is the inaccuracies we meet with. Of course, considering the wide scope of the subject, a considerable number of defects must be expected: the most careful writer could not insure an absolutely correct statement of the whole laws of England. But, bearing this in mind, we find it difficult to overlook some of the errors in this book. Some of them, indeed, are common in elementary works; such, for instance, as in the account of the Statute of Uses, at page 17, the omission to mention the provision of the statute which transfers the seisin of the feeoffee to uses to the *cestui que use*. But we are sorry to add that there are more serious obscurities and errors. On first opening the book we came, in the midst of a fairly neat summary of the law relating to leases, on a statement (page 121) that "leases are determined by . . . 3. Surrender, either express or by operation of law, such as . . . creation of new relationship, abandonment." How is the student to know that the "new relationship" must be one wholly inconsistent with the relation of landlord and tenant, or that the essential point is not "abandonment" by the tenant but acceptance of possession by the landlord? But the succeeding paragraph is truly startling. We are told that leases are also determined

"4. Under a proviso for re-entry, usually inserted in order to avoid troublesome formalities, so as to enable the landlord to re-enter without formal demand in case the rent be unpaid for a certain number of days, or in case of a breach of the lessee's covenants."

We can only hope that by an error of the press some words have been omitted here. But what will happen to a student who solemnly tells his examiners that a proviso for re-entry is inserted in a lease "in order to avoid troublesome formalities"? To take another branch of the author's numerous subjects, we must protest most strongly against the statement at page 134 that the usual ultimate trust of a wife's property in a marriage settlement of personality is "to her absolutely, should she survive her husband, but, if not, for her next of kin, excluding her husband." It is the invariable rule to give the wife a power to appoint by will, under the present-day practice, whether under coverture or not; under the old practice if she dies in her husband's lifetime. The late Mr. J. L. Tatham, one of the most eminent conveyancers of the generation now passing away, positively refused to draw a settlement omitting the power of appointment, and to our knowledge his example has been followed. The statement at page 955 that "the husband's actual, and the wife's legal, domicile are *primâ facie* wherever the wife may be resident" we hope is a misprint. But we will not pursue further the unwelcome task of pointing out errors. We think that the book, with careful revision, may be made into one of much value. But we wish it were always remembered that works intended for students ought to be specially accurate; the practitioner ought to have such a knowledge of law as will raise doubts in his mind when he comes across a serious error; a student, on the other hand, believes what he finds in a book to be true.

JURISPRUDENCE.

ELEMENTS OF LAW CONSIDERED WITH REFERENCE TO PRINCIPLES OF GENERAL JURISPRUDENCE. By Sir WILLIAM MARKBY, K.C.I.E., D.C.L. FOURTH EDITION. Clarendon Press, Oxford.

It is an agreeable task to welcome a new edition of this useful book. Sir William Markby deals with the principles of jurisprudence in such a manner as to make his subject both intelligible and interesting. In the earlier and more general chapters perhaps the best part is his defence of the old-fashioned principle of utility against Herbert Spencer's principle of equal freedom, the latter, amongst other consequences, carrying with it the doctrine that there can be no private property in land. Inasmuch, however, as it is only meant to apply to the human race in a state of perfection, Sir William Markby has little difficulty in demonstrating its hollowness.

So far as a legislator has any honest design at all, he must intend to secure the greatest balance of happiness. At the same time, as is correctly pointed out, even with utility for a guide, legislation is but a feeble instrument of happiness, and the value of law is shewn not so much by the happiness it secures as by the misery it averts. Passing on from these speculations and the more general ideas of jurisprudence, the most interesting part of the book to a practical lawyer is reached when the author begins to treat of the ordinary legal relations associated with property, contract, and tort. The chapter on possession is still founded almost entirely on Savigny's exposition, and perhaps at some future time the author will find it well to re-write it with regard to recent works on the subject. At present he contents himself with simply referring to the speculations of Ihering as to the Roman law and the effort to expound the doctrine of the common law which has been made by Sir Frederick Pollock and Mr. Wright. The chapter on security, amongst other good points, contains some strong criticism on the survival of old common law notions as to the form and effect of a mortgage and the halting manner in which the law has allowed to creditors holding a charge or lien a power of sale. "As to movable property," the author says, "the law appears to me to be somewhere about in the same state of development as the Roman law at the time of the first Punic War" (p. 226). It is unfortunate that the book was published before the recent decision of the Court of Appeal in *Cochrane v. Moore* (33 W. R. 588) that delivery is necessary for a gift of chattels, or doubtless some similar criticism would have found its place in the chapter on the acquisition of ownership. Here it is pointed out that in modern systems the necessity for delivery has generally been abandoned. The chapter on prescription includes, of course, the subject of limitation of actions, and a very clear account is given of the manner in which recent legislation has turned this into a form of prescription. A possessor of land for the statutory period does, in fact, in ordinary cases acquire the fee. But in allowing this English law has forgotten the two requisites of *bona fides* and *justa causa* upon which the Roman law insisted, and without which it would allow length of possession to have no effect. With regard to easements and profits *à prendre*, of course, prescription has been expressly recognized, though, as Sir William Markby points out, in a confused and unsatisfactory manner, and he strongly disapproves of the fiction of a lost grant by which the judges have tried to eke it out. He reminds us of the curious fact that when juries disobeyed the directions of the judge and refused to find anything of the kind "the judges had the courage—I ought, perhaps, to say, the effrontery—to set aside the verdict as against the evidence." Nevertheless, the theory still flourishes vigorously, and was warmly approved recently by Pollock, B., in the case of *Bass v. Gregory*. On page 291 will be found some very sensible remarks as to the mode in which the English law of prescription might be amended, and applied consistently both to ownership and to *jura in re aliena*. Matter of much interest is contained also in the chapter on liability for breach of contract, both with regard to the definition of contract and to the English doctrine of consideration. Altogether the book is an excellent specimen of the manner in which the science of jurisprudence may be made interesting and practical.

CORRESPONDENCE.

PROCEEDINGS UNDER SECTION 125 OF THE BANKRUPTCY ACT, 1883.

[We are requested by Messrs. Gwilym & Charles James, of Hereford, to print the following memorial which they have addressed to the President of the Board of Trade.]

THE BANKRUPTCY ACT, 1883.

In the County Court of Glamorganshire, holden at Merthyr Tydfil. No. 1 of 1890.

Re HENRY WILLIAMS, deceased.

We desire respectfully to bring to your notice facts demonstrating the hardship which presses upon executors in connection with the working of the 125th section of the above Act, and which are well illustrated by the case heading this communication. We will endeavour to condense the facts as much as possible, so as to give you the least possible trouble.

Before stating the facts, we think it right to inform you that we propose sending this communication to the following gentlemen and bodies:—viz., The law officers of the Crown, the Welsh members of Parliament, the Incorporated Law Society, the Society of Chartered Accountants, the editor of THE SOLICITORS' JOURNAL, and any others who we may conceive will be interested in the matters under consideration.

We beg your attention now to the following concise statement of facts:—

1. Henry Williams, of the Belle Vue Hotel, Merthyr Tydfil,

licensed victualler (hereinafter called the testator), made a will appointing Daniel John Evans, outfitter, and Henry Lewis, auctioneer, both of this town, executors, for whom we have throughout acted as solicitors.

2. Testator died January 1, 1890.

3. Both executors proved the will January 27, 1890.

4. On the following day one creditor for £80 commenced proceedings by originating summons in chancery (1890, W., No. 291) to have the estate administered under the order of the Chancery Division of the High Court.

5. The executors, notwithstanding these proceedings, sold the testator's leasehold property and his effects by public auction, on February 20, 1890, to excellent advantage, the executor, Henry Lewis, acting as auctioneer without any remuneration from the estate; but, as is customary in this district, receiving an auctioneer's fee from the purchasers, which fact was by himself communicated in an affidavit to the judge in the chancery proceedings.

6. On February 22, 1890, the executors paid off the Merthyr and Dowlais Benefit Building Society the amount owing on a mortgage of the testator's leaseholds, which amounted to £2,387 19s. 1d. In order to do so, the executors had to and did borrow from, and make themselves responsible to, the London and Provincial Bank (Limited) for the repayment of £2,100 and interest.

7. The plaintiff in the chancery action asked for an order under sub-section 4 of section 125 for transfer to the Bankruptcy Court here.

8. Application for transfer was refused, because two months from date of grant had not elapsed.

9. On March 3, 1890, the chancery action was dismissed, with costs, on Henry Lewis undertaking to pay to the estate the commission which had been paid to him by the purchasers. This he has done.

10. The executors took the creditors of the testator into their fullest confidence from the outset by—

(a) Calling them to attend a meeting, which was held at Merthyr on January 28, 1890, and submitting the facts as then known as to the probably insolvent state of the testator's estate.

(b) Keeping them advised by circular of the chancery and bankruptcy proceedings.

The creditors were practically unanimous in directing the executors to realize pending the chancery proceedings, and to resist such proceedings.

11. The executors were preparing to distribute the estate, and had hoped to pay the creditors 10s. at least in the £, when—

12. The same creditor who had unsuccessfully attempted to get the estate administered in chancery, or transferred to bankruptcy, petitioned the Merthyr County Court for an order for the administration of the estate in bankruptcy.

13. Notwithstanding that the executors had the whole of the other creditors at their backs, from whom they (the executors) held written requests that they should resist the proceedings, the registrar of the county court intimated that he felt that he had no alternative but to make the order, which was accordingly made on the 28th of March, 1890.

14. Ever since, there has been a block, and none of the creditors have had a penny, owing to the official receiver—acting, as he alleges, and, no doubt, according to the facts, under the directions of the Board of Trade—declining to pay in full the preferential debts, which consist of the amounts set forth in the first column hereunder, the official receiver offering to pay the amounts in the second column, that is to say—

	£	s.	d.	£	s.	d.
Ourselves, being the testamentary expenses	111	15	5	81	14	6
Messrs. Harris & Sons, auctioneers and valuers' charges valuing effects for probate purposes, and also as between the executors and the purchaser of the testator's effects in the Belle Vue	39	2	9	20	15	0
Mr. Edward Lumley, builder, for coffin, grave, bearers, and other expenses connected with burying the testator	17	15	0	10	0	0
Mr. Thomas Davies, cab proprietor, for hire of vehicles for funeral	4	15	0	2	10	0

15. The executors have handed over to the official receiver all moneys in their hands other than £39 2s. 9d. due to Messrs. Harris, in respect of which the executors, having personally retained and instructed Messrs. Harris, are liable to be sued by the latter, and other than two small debts owing to them, in respect of which they are advised they have the common law right of retainer.

We have had a somewhat warm correspondence with the official receiver, as we have felt that it is an insult to respectable professional men and tradespeople to be haggled with over charges, which are made out in the ordinary course of business, and which the Act of Parliament, as we read it, expressly says (sub-section 7 of section 125)

are preferential debts, and are to "be payable in full out of the debtor's estate in priority to all other debts."

It is excessively galling for respectable worthy people, such as are these executors, to be bombarded with huge official envelopes containing peremptory official notices, and to have to dance attendance on the official receiver, and not only to give their time and attention for nothing, but, furthermore, to have the worry and bother incidental to such a strained position of affairs, which almost attaches to them, personally, the position of debtors; a state of things highly resented by all right-minded men.

We respectfully submit that it is high time that a remedy should be found, or that a department of the State should use more discretion than to harass people in this uncalled-for manner. In the meantime, the creditors who, with one solitary exception, desired nothing better than to give the executors a free hand, and to have their dividend as early as possible, are very improperly kept waiting till this small difference between the State, the official, and the poor suffering individuals has been set at rest.

In conclusion, we desire to apologize for the unavoidable length of these remarks, and to say that we shall request a member of Parliament to be good enough to ask some questions on the subject in the House of Commons.—We beg to remain, your most obedient servants,

GWILYM & CHARLES JAMES,
52 and 53, High-street, Merthyr Tydfil,
Solicitors for the said Executors.

July 22, 1890.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1890.

Notice.

During the vacation until further notice:—All applications which may require to be immediately or promptly heard, are to be made to the judges who for the time being shall act as vacation judges.

Mr. Justice Lawrence, one of the vacation judges, will until further notice sit in Chancery Court II., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 20th August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the vacation judges (see notice below as to judges' papers) are to be left with the cause clerk in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

In any case of great urgency, the brief of counsel is to be sent to the judge by post, or rail, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The chambers of Mr. Justice Stirling will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Lawrence will, until further notice, hear urgent summonses which may be adjourned to him, in the Lord Chancellor's Court, on Friday, August 15th, at 10.30 a.m., and subsequently on Wednesday in every week, at 10 a.m., commencing the 20th of August. A further time will be appointed for any cases that cannot then be conveniently disposed of.

The address of the judge for the time being acting as vacation judge in the Chancery Division can be obtained on application at the Chancery Registrars' Chambers, Room 136.

JUDGES' PAPERS.

The following papers for the vacation judge, are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, on or before the Monday previous to the day on which the application to the judge is intended to be made:—

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any) and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support with exhibits, and also the affidavits in answer.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery Registrars' Office will be open daily. On Tuesday the 19th of August, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the Paymaster; but the order and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Fund Rules, 1886, ought to be left at his seat not later than 12 o'clock on the previous day.

Chancery Registrars' Chambers, Royal Courts of Justice,
July 21, 1890.

CHANCERY DIVISION.—ORDER OF TRANSFER.

ORDER OF COURT.

Tuesday, the 22nd day of July, 1890.

Whereas, the Right Honourable Lord Justice Fry has at my request consented to sit and act as an additional judge of the Chancery Division of the High Court of Justice, on the 28th July, 1890, and thenceforward up to the close of the present Trinity Sittings; and whereas it is expedient that a portion of the causes and matters transferred to the Honourable Mr. Justice Kekewich for the purpose only of hearing or of trial, should be heard or tried before such additional judge. Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedule hereto, be accordingly transferred from the Honourable Mr. Justice Kekewich to the Right Honourable Lord Justice Fry for the purpose only of hearing or of trial, and be marked in the cause books accordingly; and I do also order that such of the said causes and matters as remain undisposed of at the close of such sittings be retransferred (without further order) for the purpose aforesaid to the Honourable Mr. Justice Kekewich. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

1889.

Jagger v Farr 1889 J 207 Oct 31
In re Fuller Smith & Turner and Patents, Designs, &c., Act, adjourned summons Nov 4
In re Brooks, H Brooks & Co, ld v Brooks, Rose v Brooks 1888 B 6,109 Nov 11
Sutcliffe v Wardle 1889 S 840 Nov 12
Fletcher v Wood 1889 F 1,014 Nov 15
Adams v Adams, Adams v Adams 1889 A 818 Nov 10
Evans v Rees 1889 E 407 Nov 20
Minera v Henry 1889 M 1,464 Nov 21
Butler v Salter 1889 B 3,078 Nov 23
Savage v Tidman 1889 S 2,285 Nov 25

1890.

Tidman v Savage 1889 T 1,671 Feb 18

1889.

Price v King 1889 P 1,674 Nov 29
Lakin v Watson 1889 L 405 Dec 3
In re Warner, Warner v Warner 1889 W 2,024 Dec 5
Streeter v Halliday 1888 S 5,000 Dec 6
Bown v Hart the yr. 1889 B 725 Dec 7
Herlitz v Lamm 1889 H 1,164 Dec 10
Abdy v Hesketh, Bt 1888 A 687 Dec 12
Scrutton v Massey 1889 S 1,788 Dec 19
Richards v Wasbrough 1887 R 726 Dec 20
Robertson v Robertson 1889 R 1,530 Dec 23

1890.

Lindsay, Gracie & Co. v Northumberland Steamship Freight, &c., Association 1888 L 879 Jan 4
Farrer v Gwynne 1889 F 1,224 Jan 6
De Francesco v Barnum 1889 D 1,890 Jan 6
Smith v Kennedy 1889 S 3,840 Jan 8
Stephens v Hawthorne 1889 S 2,382 Jan 9
Evans v Mason 1889 E 206 Jan 11

Lougher v Hern 1888 L 2,438 Jan 13
 In re Bowden, In re Baxter, In re Grestorex, Andrew v Cooper 1889
 B 1,331 Jan 14
 Macleod v Luce 1888 M 3,668 Jan 14
 Hughes v Bird 1889 H 2,896 Jan 18
 De Francesco v Barnum 1889 D 2,112 Feb 4
 Howe v Smithurst 1889 H 1,509 Feb 5
 1889.
 Scheyer v Willett 1889 S 125 Aug 5
 1890.
 Oscar, Sutton & Co. v Lepper 1889 S 2,041 March 29
 HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

SIMMONS v. HUGHES—No. 1, 23rd July.

BILL OF SALE—SPECIFIC DESCRIPTION—CLERICAL ERROR.

This was an appeal from a decision of Day, J. On the 5th of October, 1888, a man named Porter executed a bill of sale to the plaintiff. In the schedule to the bill was included "a Premier plating machine, with four chases, two sets of rollers, and roller mould," and the mortgagee was described as a printer. The only machine on the premises was a "Premier 'platen' printing machine (Forknall's patent)," and this machine was purchased at an auction by the defendant. The present action was then brought for conversion, and the defendant relied on the misdescription as rendering the bill of sale bad. Evidence was called to show that there was another machine which was sometimes used in the printing trade, and which was known as a plating machine, and to which rollers and chases would be applicable. The plaintiff contended that the description was a mere clerical error, and the learned judge took this view, and gave judgment for the plaintiff accordingly. The defendant appealed, and submitted that there was no description in fact of the printing machine in the bill of sale, and, secondly, that there was no such specific description as was required by section 4 of the Bills of Sale Acts. He relied on *Witt v. Banner* (36 W. R. 115, 20 Q. B. D. 117); *Carpenter v. Deen* (23 Q. B. D. 586); *Cooper v. Huggins* (ante, p. 98); and *Jones v. Roberts* (ante, p. 254).

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.J.J.) dismissed the appeal. Lord Esher, M.R., said that the rule must be followed which had been laid down in all the cases, and the court must see whether the machine was so described as a person who knew how to spell would have described it. If there was a mis-spelling, the court had to see whether such a mis-spelling could have deceived any man with an ordinary business knowledge of the business in question. If the name of this machine had been rightly spelt in the schedule, it must be admitted that it would have been rightly described; but would the mis-spelling deceive any person who was acquainted with a printer's business? Could it be seriously contended that any such person could think that it referred to an electro-plating machine? It was admitted that there was no such thing in existence as a "Premier plating machine." In his opinion anyone knowing the business would see that this was a mere mis-spelling, and that it was the platen machine that was intended. LINDLEY, L.J., said that the first question was whether this machine, passed by the bill of sale. There was nothing on the premises which answered the description of a plating machine; but there was a Premier platen machine. The inference was irresistible that that was the machine, inaccurately described in the schedule. As to specific description, the instrument must be looked at as though it were an inventory. Although there was a mistake in spelling, it was plain that it was described as an ordinary business man might describe it. LOPES, L.J., said that it was a clerical error and a mere mis-spelling, which could not, in his opinion, mislead any person of ordinary sense and ordinary knowledge of a printer's business.—COUNSEL, *Winch, Q.C., and Henry Kisch; Bosanquet, Q.C., and Holmes Poulter.* SOLICITORS, *Todd, Dennes, & Lamb; Harold S. Simmons.*

HENDERSON v. THE BANK OF AUSTRALASIA—No. 2, 11th July.

COMPANY—PROCEEDINGS AT MEETING—AMENDMENT TO PROPOSED RESOLUTION—DUTY OF CHAIRMAN.

This was an appeal from a decision of Chitty, J. (ante, p. 457). The action was brought by a shareholder in the defendant company to set aside resolutions passed and confirmed at meetings held respectively on the 4th of April, 1889, and the 2nd of May, 1889. The bank was constituted under a deed of settlement, which provided (clause 18) that no proprietor should be considered qualified to vote at any general meeting who should hold less than five shares in his own right, or who, not being an original proprietor, should have been such holder for less than six months previous to such general meeting; and clause 19 fixed the ratio of votes to shares. Clause 29 provided that notice of every general meeting and extraordinary general meeting should be given at least twenty-one days before the time fixed for the holding of the meeting, and that the notice should specify the hour and place at which such meeting should be held, and, as to extraordinary general meetings, the objects for holding the same. On the 7th of March, 1889, the directors gave notice of an extraordinary general meeting to be held on the 4th of April, for the purpose of passing special resolutions to be then proposed for amending the deed of settlement in certain specified particulars, one of which was to alter the scale of voting, by giving to every qualified proprietor one vote for every share held by

him. The resolution actually proposed at the meeting was as follows:—"That the 18th clause of the deed of settlement be repealed, and that instead thereof the following clause be inserted immediately after the 17th clause:—'That every proprietor shall have one vote for every share held by him or her, provided that no proprietor shall be entitled to vote at any general meeting or ballot in respect of any share unless he or she shall have been registered as the holder of such share for at least six calendar months prior to such general meeting, or, in case of a ballot, prior to the general meeting at which the ballot is granted.'" It was also proposed to repeal the 19th clause, and to enable votes to be given by proxy. The plaintiff addressed the meeting, and objected to the six months' qualification, unless a further qualification was added in the case of a director that he should be on the register for twelve months or two years. The chairman ruled that the plaintiff was not entitled to raise any question at that meeting as to the qualification of directors, and asked if any gentleman seconded the amendment. It did not appear that any more formal amendment was moved by the plaintiff, but it was understood that the amendment was to omit the proposed qualification in the case of ordinary shareholders. The amendment was seconded, and eventually the chairman declined to put it, on the ground that the proposed alterations in the deed of settlement must, in order to conform with the notice, be accepted or rejected in their entirety. The plaintiff did not further insist on his amendment being put, but he moved the rejection of the resolution. The proposed resolutions were then passed in their original form, and were confirmed at a meeting held on the 2nd of May, 1889. At that meeting the plaintiff protested, on the ground that the resolutions were not covered by the notice convening the meeting of the 4th of April, and also on the ground that his amendment was not put to the meeting. Chitty, J., held that, whether the resolutions were in conformity with the notice or not, the plaintiff had, by his conduct in moving an amendment, waived any objection on that ground; that no formal amendment had been moved by the plaintiff and rejected; and that the plaintiff, in not giving the chairman an opportunity of reconsidering his refusal to put the amendment, and in moving the rejection of the resolution, must be taken to have waived any objection which he might have had founded on the erroneous ruling of the chairman.

THE COURT (COTTON, FRY, and LOPES, L.J.J.) reversed the decision. COTTON, L.J., said that one objection taken to the resolutions was, that the objects of the meeting were not sufficiently notified. It was not necessary to decide that question, but his lordship was inclined to think that the notice did fairly and reasonably express to the shareholders what matters were going to be discussed. The second objection was, that when the plaintiff desired to move an amendment, the chairman refused to put it. The question whether a formal amendment was proposed ought not to be treated too critically. No doubt the plaintiff's principal object was to provide for a particular qualification in the case of the directors, but, failing that, he desired to strike out the qualification relating to shareholders. That was so understood at the meeting. In ruling that the resolutions must either be accepted or rejected without amendment the chairman was entirely wrong, and the resolutions could not stand. There was no waiver on the part of the plaintiff. The fact that the plaintiff afterwards moved the rejection of the resolutions could not be regarded as an acquiescence in the ruling of the chairman as to the amendment. FRY, L.J., was of opinion that the chairman, in holding that no amendment could be made to any of the proposals, showed a serious disregard for the rights of the shareholders, especially having regard to the fact that the meeting was held for the purpose of altering the deed of settlement. It was said that a *locus penitentie* ought to have been given to the chairman by the plaintiff's insisting again that his amendment should be put, but there was no obligation upon a shareholder to impeach the ruling of the chairman. LOPES, L.J., said that, when the ruling of the chairman was given after consideration, it would be improper and indecent to challenge it.—COUNSEL, *Romer, Q.C., and John Henderson; Rigby, Q.C., Maclean, Q.C., and C. G. Hamilton.* SOLICITORS, *Davies & Son; Farrer & Co.*

THE WINDHILL LOCAL BOARD v. VINT—No. 2, 17th July.

SPECIFIC PERFORMANCE OF COVENANT—ILLEGAL CONSIDERATION—COMPROMISE OF PROSECUTION FOR NUISANCE.

This was an appeal from a decision of Stirling, J., the question being, whether the consideration for a covenant was illegal, so that specific performance could not be enforced. The action was brought by a local board for the specific performance of a covenant contained in a deed, dated November 9, 1880, or, in the alternative, for damages for breach of the covenant. The defence was, that the covenant was entered into for an illegal consideration. At the Leeds Summer Assizes in 1880 the defendants were indicted, on the prosecution of the plaintiffs, for obstructing a highway called Galsby-lane, within the district of the plaintiffs, and a footpath leading into Galsby-lane, by digging and excavating a stone quarry to a great depth for the whole width of the highway. The defendants pleaded "Not guilty." By a memorandum in writing, signed by the solicitors for the plaintiffs and defendants respectively, and initialled by their respective counsel, and dated August 4, 1880, it was agreed (subject to the approval of the court) between the plaintiffs and the defendants—(1) that the defendants should, within the term of seven years from the date of the memorandum, restore Galsby-lane between certain points, and make that road at least ten yards in width; (4) that, on these and some other specified conditions, the board would concur in any necessary steps for stopping up the footpath; and (5) that the indictment should lie in the office as a security for the observance of the terms agreed on, which terms should also, if required by either party, be embodied in a deed between the board and the defendants and one George Vint, and that when the terms were fulfilled a verdict of "Not guilty"

should be consented to by the board. At the trial the court approved of the terms contained in the memorandum, and ordered that the indictment should lie in the office accordingly. The provisions of the memorandum were embodied in the deed of November 9, 1880, which contained a covenant by the defendants to restore Galsby-lane within the term of seven years to be computed from August 4, 1880, and to make the road of the uniform width of ten yards at the least. The seven years elapsed without the defendants having restored the highway, and accordingly this action was commenced to enforce specific performance of the covenant. The evidence showed that the defendants had no real defence to the prosecution. Stirling, J., held that the covenant was founded on an illegal consideration and could not be enforced, and he dismissed the action, without costs. He thought there was no ground for supposing that it was intended by the agreement of the 4th of August to do anything unlawful. He believed the agreement was entered into solely in order to avoid the appearance of harsh conduct on the part of the board. He had no doubt that the facts were fully stated to the judge, and he thought that the judge's approval was strong evidence of the good faith of the parties. But neither the good intentions of the parties nor the approval of the judge would avail if the consideration for the agreement was, in fact, illegal. His lordship felt bound, by the principle laid down by Tindal, C.J., in *Keir v. Leaman* (9 Q. B. 371, 395) that "any compromise of a misdemeanour, or, indeed, of any public offence, is illegal." On the appeal it was argued that the agreement of August 4 was not made to stifle a prosecution, because no personal benefit was obtained by the prosecutors, and it really carried out the object of the prosecution.

THE COURT (COTTON, FRY, and LORNE, L.J.J.) affirmed the decision. COTTON, L.J., said that he could not accede to the argument that this was not an agreement to stifle a prosecution because it did not stipulate for any private benefit to the prosecutors. It was further argued that an agreement of this nature was not illegal, unless the intention or effect of it was to prevent the object of the law being obtained. It was admitted that there was no authority in support of that proposition, but it was said that the reason why such agreements were held void was that the object of the law might be defeated. His lordship, however, thought that the course of the law had been interfered with, because the prosecutors had taken the matter into their own hands. The question was not merely whether, in this particular case, any evil to the public would or would not result. The agreement prevented the prosecution from being conducted in the ordinary way. FRY, L.J., was of opinion that the agreement was to stifle a prosecution. It put an end to the prosecution in a manner not in the ordinary course of the law. The law as laid down in *Keir v. Leaman* (6 Q. B. 308) by the Court of Queen's Bench was that there could be no valid agreement to compromise an offence of a public nature, and that principle was affirmed by the Court of Exchequer Chamber (9 Q. B. 371). It was said that this principle did not apply when the benefit secured by the agreement was a benefit for the public, but there was no such exception to the rule. It was also said that the agreement was valid, if the object of the prosecution was carried into effect by it. But the prosecution had been removed from the cognizance of those to whom the administration of justice was intrusted. The judge might have shewn his sense of the defendants' conduct by inflicting a fine or term of imprisonment. The agreement had diverted, if it had not perverted, the course of justice. LORNE, L.J., said that, as a general principle, it was the duty of a prosecutor, when the public were interested, to prosecute either to conviction or acquittal, and, as a general principle, it was inexpedient to stop the course of the law in a public matter.—COUNSEL, *Graham Hastings, Q.C., R. S. Wright and Bardswell; Fischer, Q.C., Sir Horace Davey, Q.C., and Cunningham Glen.* SOLICITORS, *W. & J. Flower & Nussey; Jacques & Co.*

MYERS v. MYERS—No. 2, 23rd July.

PARTNERSHIP—REAL ESTATE—DEVOLUTION ON INTES- TACY OF PARTNER—CONVERSION—RE-CONVERSION.

This was an appeal from a decision of Chitty, J. (*ante*, p. 47). The question was, whether a share of real estate which had formed part of the assets of a partnership, the business of which had long been discontinued, was, for the purposes of devolution upon the death intestate of one of the partners, to be deemed real or personal estate. The partnership was entered into in 1873 by two brothers, for carrying on a large business of builders and contractors, which had formerly been carried on by them and their father, and the freehold and leasehold business premises of the old partnership were conveyed to the two brothers in equal shares, as tenants in common, but those premises were by the articles of partnership made part of the capital of the firm. In 1877 the partnership business ceased to be carried on, and the plant, &c., was sold, and the proceeds thereof divided between the brothers, but the freehold and leasehold properties were let to tenants, and the old banking account of the partners was continued. In 1888 one of the brothers died intestate, and the question arose, between his heirs-at-law and his next-of-kin, whether his share of the real estate was to devolve as real estate or as personality. Chitty, J., held that in 1877 the real estate had been taken by the partners as real estate, and that it had so remained ever since. Consequently, on the death of the intestate his share of the real estate devolved on his heir-at-law.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision. They were of opinion that the true inference to be drawn from the mode in which the accounts had been kept, and from all the circumstances of the case was, that the real estate had always been treated as personality, and that it so remained at the death of the intestate. Therefore, the share of the intestate devolved on his death on his next-of-kin as personal estate.—COUNSEL, *Sir H. Davey, Q.C., Mclean, Q.C., and Kenyon Parker;*

Romer, Q.C., and Methold; Dunning. SOLICITORS, Clarkson, Greenwell, & Wyles; Rooke & Sons; Travers Smith & Braithwaite.

High Court—Chancery Division.

MELLERSH v. BROWN—Kay, J., 19th July.

MORTGAGE—REVERSIONARY INTEREST IN PERSONALTY—COVENANT FOR PAYMENT ON A DAY CERTAIN—STATUTE OF LIMITATIONS (3 & 4 WILL. 4, c. 27, s. 42)—INTEREST.

In this case a mortgage of a reversionary interest in personal estate, made in 1875, contained the usual covenant for payment of principal, and interest at five per cent. per annum, at a given date, but did not contain a covenant for payment of interest after that date, and a question arose as to the amount of interest payable by the mortgagor. A payment had been made on account of principal shortly after the date of the mortgage, but no subsequent payment, whether on account of principal or interest, had been made. In an action for foreclosure the chief clerk, by his certificate, found that the amount at which the mortgagor was entitled to redeem was the principal sum remaining unpaid, and interest at five per cent. from the date of the mortgage. The defendant took out this summons to vary the certificate; and contended that since there was no covenant to pay interest, and the mortgagee could only ask for damages, the court could exercise its discretion in granting damages, and should be guided by analogy to the Statute of Limitations, and allow only six years' interest.

KAY, J., said that a jury would no doubt assess the damages at the amount of interest on the mortgage debt calculated at five per cent. from the date of the mortgage; and that the chief clerk had accordingly included that interest in the amount at which the mortgagor could redeem. It was said that that was wrong, because a limitation should be applied by analogy to the Statute of Limitations. No doubt equity followed the law by analogy, but there was no obligation to follow, in the case of personal estate, an analogy which would apply in the case of real estate. The Legislature had, as to real estate, limited six years' interest as the amount recoverable, but had not done the same in the case of personal estate, and the result was inevitable, that there was no analogy between the two cases. No authority had been produced for the contention of the mortgagor, and there was authority against it in the case of *Smith v. Hill* (9 Ch. D. 143, 26 W. R. Dig. 146). The summons must be refused, with costs.—COUNSEL, *Martin, Q.C., and R. Hornall; Ranshaw, Q.C., and Manby.* SOLICITORS, *G. E. Philbrick; Patrick Murrough, for R. E. & T. B. Mellersh, Godalming.*

SHEPHERD v. HIRSCH, PRITCHARD, AND CO.—Chitty, J., 22nd July.

R. S. C., IX., 6; XVI., 14—ACTION AGAINST PARTNERSHIP—SERVICE OF WRIT—FOREIGN PARTNER—JURISDICTION.

In this case the question arose whether, where a partnership between an Englishman and a foreigner residing abroad had not at the commencement of an action against the partnership been to the knowledge of the plaintiff then dissolved, service of the writ on the partnership could be effected under R. S. C., 1883, ord. 9, r. 6, and ord. 16, r. 14, by service at the principal place where the partnership was carrying on business in this country. It appeared that the plaintiff was an English merchant at Lagos, and had employed the defendant firm as his land agents. The firm had originally consisted of two partners, Hirsch & Pritchard, and the plaintiff, having instituted the above action, served the writ on the manager of the firm at the firm's place of business in London. Pritchard was an English subject, and Hirsch had been naturalized as an English subject, but had since been naturalized as a French subject. Hirsch now moved to set aside the service of the writ, alleging that at the commencement of the action he was the sole member of the firm, having some time previously dissolved partnership with Pritchard, and also that he was a French subject resident in France, and, therefore, that, being out of the jurisdiction, he could not be served except by leave of a judge under order 11. The plaintiff, however, relied on ord. 16, r. 14, alleging that, as the partnership had been dissolved without his knowledge, he was entitled to sue the partnership and serve the writ, under ord. 9, r. 6, at the place where the partnership had carried on its business.

CHITTY, J., said that, on the evidence as presented to him, he must hold that the plaintiff did not know that the partnership was dissolved. It had been held in *Russell v. Cambesfort* (37 W. R. 701, 23 Q. B. D. 526) by the Appeal Court that ord. 9, r. 6, did not apply where all the partners were foreigners residing out of the jurisdiction. In *Pollaxfen v. Sibson* (34 W. R. 534, 16 Q. B. D. 792) it was, however, held that where all the partners were foreigners, service on one of the partners who happened to be in the jurisdiction was good service. *Pollaxfen v. Sibson* was not overruled by *Russell v. Cambesfort*. On the facts of the present case, although Pritchard was not a party to the motion, he was bound to decide, after the decision in *Pollaxfen v. Sibson*, that the service effected was good service on Pritchard, and therefore good service against Hirsch, although he was out of the jurisdiction. He therefore dismissed the motion, with costs in any event.—COUNSEL, *Lowell; Romer, Q.C., and Sibson.* SOLICITORS, *Lewis & Lewis; Ralph Esphah.*

[It was subsequently shewn by additional evidence that the plaintiff was aware of the dissolution of the partnership, and CHITTY, J., accordingly acceded to the motion, and gave Hirsch his costs in any event.]

Re THE ADJUSTABLE HORSE SHOE SYNDICATE (LIM.)—North, J., 19th July.

COMPANY—WINDING-UP PETITION—WITHDRAWAL—COSTS.

The question in this case was, what costs should be allowed to a peti-

tioner on an arrangement company and was on the 20th July a te company taking to "against it, in the 10th debt was the term the day for the c on, the pany m behalf of unnece accepta costs of the peti Guardian Re Crite NORR those w unreason sion, an protecta no orde their ow Pilgrim

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tioner on the withdrawal of a petition for the winding up of a company, an arrangement having been come to between the petitioner and the company. The petition was presented by a creditor on the 3rd of July, and was answered for the 19th of July. On the 5th of July it was served on the company, and on the 7th of July it was advertised. On the 8th of July a tender was made of the whole amount of the petitioner's debt, the company's solicitor at the same time offering to give his personal undertaking to pay the petitioner's costs of the petition, and to indemnify him "against the costs of any creditors or shareholders who may appear upon it, in the event of your not proceeding further with the petition." On the 10th of July the petitioner accepted the tender and the offer, and the debt was accordingly paid, and the undertaking of the solicitor was given in the terms proposed. On the 19th of July the petition was in the list for the day in the ordinary course. Counsel appeared for the petitioner and for the company. No one else appeared. When the petition was called on, the petitioner's counsel asked leave to withdraw it, and that the company might be ordered to pay the petitioner's costs of appearance. On behalf of the company it was urged, that the petitioner's appearance was unnecessary, and that he was not entitled to any costs incurred since his acceptance of the tender. The undertaking indemnified him against the costs of any creditor or shareholder who might appear on the hearing of the petition. *Re Times Life Assurance Co.* (L. R. 9 Eq. 382), *Re Imperial Guardian Society* (L. R. 9 Eq. 447), *Re Paper Bottle Co.* (40 Ch. D. 52), and *Re Criterion Gold Mining Co.* (41 Ch. D. 146) were referred to.

NORTH, J., held that the petitioner was not entitled to any costs beyond those which the company's solicitor had undertaken to pay. It was unreasonable to instruct counsel to appear merely to withdraw the petition, and to ask for the costs of appearance. The petitioner was amply protected by the undertaking. The petition would be simply dismissed, no order being made as to costs. The company must have appeared in their own interest.—COUNSEL, *G. Curtis Price*; *Everitt*, Q.C. SOLICITORS, *Pilgrim & Phillips*; *W. F. Tarn*.

WALKER v. WALKER—Stirling, J., July 18th.

ATTACHMENT—NON-PAYMENT OF MONEY—PERSON ACTING IN FIDUCIARY CAPACITY—"POSSESSION OR CONTROL"—DEBTORS ACT, 1869, s. 4, SUBSECTION 3.

This was a motion for leave to issue a writ of attachment to commit certain trustees for non-payment of certain sums which they had been ordered to pay by the judgment in an action which had been brought against them as executors and trustees of a will. It was then held that they were liable to make good the value of certain bonds which had been improperly sold by them—i.e., the value of these bonds at the date of the judgment. This was admittedly a larger sum than they had actually received upon the sale of the bonds; and consequently the difference between the two amounts never came into the hands of the trustees.

STIRLING, J., held that this case was absolutely undistinguishable from the decision in *Cronin v. Twinnbarrow* (32 SOLICITORS' JOURNAL, 44, W. N., 1887, p. 291), that a writ of attachment cannot issue where the money has never actually been in the possession or control of the person in a fiduciary capacity.—COUNSEL, *Farwell*; *A. de Beckett Terrell*. SOLICITORS, *Leahey, James, & Mellor*, for *Leahey*, Huddersfield; *Patterson, Snow, Bleasam, & Kinder*, for *Dibb & Co.*, Leeds.

VELLACOTT v. THOMPSON—Stirling, J., 19th July.

PRACTICE—PLEADINGS—DEFAULT OF APPEARANCE—AMENDMENT OF STATEMENT OF CLAIM—MOTION FOR JUDGMENT—TIME.

The writ in this action, claiming the sum of £400 and interest thereon, with a claim for a personal judgment and for an account for principal, interest, and costs on a mortgage dated the 5th of April, 1882, and made between the defendant of the one part, and H. Vellacott and W. L. Vellacott of the other part, of which mortgage debt and property thereby secured the plaintiff was assignee, and for foreclosure and sale, was issued on the 3rd of February, 1890, in the Cardiff District Registry. The statement of claim was filed on the 12th of May, 1890. On the 13th of July the action came on in the High Court, before Stirling, J., for hearing upon motion for judgment in default of appearance. It appeared that the statement of claim did not allege in terms that notice of the transfer of mortgage had been given to the defendant, and the motion was ordered to stand over, with liberty to amend. The amended statement of claim was filed in the district registry on the 17th of July. On the 19th of July the plaintiff moved for judgment on the amended statement of claim.

STIRLING, J., considered that the defendant was entitled to a delay of eight days from the date of the filing of the amended statement of claim, and ordered the matter to stand over for a week.—COUNSEL, *Kewen Parker*. SOLICITORS, *Downing, Holman, & Co.*, for *Downing & Handcock*, Cardiff.

High Court—Queen's Bench Division.

BIRD v. DAVEY, MARCH (Claimant)—17th July.

BILL OF SALE—VALIDITY—ATTESTATION CLAUSE—TWO ATTESTATION CLAUSES SIGNED BY SAME WITNESS—NECESSITY OF ADDRESS AND DESCRIPTION OF WITNESS IN SECOND CLAUSE.

Appeal from Romford County Court, in an interpleader issue remitted from the High Court, in which the question was as to the validity of a certain bill of sale. The plaintiff had obtained a judgment against the defendant for a sum of about £40, and on his proceeding to execute this judgment by levying on the goods of the defendant, the claimant put forward

a claim to the goods under a bill of sale executed by the defendant as grantor. An interpleader issue was directed, and this issue was remitted for trial to the Romford County Court. At the trial of this issue it was contended by the plaintiff, the execution creditor, that the bill of sale was bad on the ground that the attestation clause was not in accordance with the form in the schedule to the Bills of Sale Act, by reason of the address and description of the attesting witness not having been added in such clause. There were three grantors in the bill of sale, and there were two attestation clauses. The first attestation clause was in this form "signed, sealed, and delivered by the above-named A." (one of the grantors) "in the presence of me (the alterations initialled by me having been first made), Geo. BAILLY, Solicitor, Romford." No objection was taken to this attestation clause. The second attestation clause, which came immediately under the first, was in precisely the same form except that at the end was the name Geo. Bailey as the attesting witness, but there was no address or description added. This attestation clause was as follows:—"signed, &c., by the above-named B. and C." (the other grantors) "in the presence of (the alterations initialled by me having been first made) Geo. BAILLY." Before the learned county court judge the objection was taken that, although the first attestation clause was in the proper form, yet that the second attestation clause was not in the proper form, as the description and address of the attesting witness were omitted (*Blankenstein v. Robertson*, 24 Q. B. D. 543, *Parsons v. Brand*, *Coulson v. Dickson*, 39 W. R. 388, 25 Q. B. D. 110), and it was contended that the omission could not be supplied by a reference to the first attestation clause, and that the two clauses could not be read together, but that each must be perfect in itself. The learned judge upheld the bill of sale, and in his note he added: "In refusing to set this bill of sale aside for the objection made to it, I drew attention to the fact that this case differed from those cited inasmuch as here there were two attesting clauses obviously made at the same time, and as I stated, I might infer fairly and properly by the same person. As the first attestation clause was in perfect accordance with the form prescribed by the schedule to the Act, and as the second clause stood just below, and was, as seemed clear, made and signed at the same time, I thought, and so held, that the two might be read together." The execution creditor appealed, and in support of his appeal the same arguments and cases were cited as in the court below. For the claimant it was contended that the cases cited were different from the present, as in *Blankenstein v. Robertson* and the other cases it was held that the bill of sale was bad, as there was no means of finding out on the face of the bill of sale the address and description of the witness, but that was not so here, as that information was given in the first attestation clause and it was so obvious that the Geo. Bailey who attested in the second clause was the same Geo. Bailey who subscribed the first attestation clause that it was not necessary to repeat his address and description, as both attestation clauses ought to be read together.

POLLOCK, B.—My decision in this case is founded on this: there have been two, or rather three, cases on the same point—namely, *Blankenstein v. Robertson*, *Parsons v. Brand*, and *Coulson v. Dickson*. The result of those cases is this, that the form given in the schedule must be taken to include the attestation clause, and that the execution of the bill of sale and the mode of execution is a part of that form. In those cases it was argued that the court might refer to the affidavit to supply the omission, but the court said, No, and that the statute must be complied with. In the present case no doubt you need not refer to the affidavit, and it is said that the court ought to assume that the attesting witness in the second clause is the same as the person who attests the first clause. It seems to me that that could not be done without sinning against the spirit of the cases cited. There might be two men of the same name, or there might be father and son of the same name. If the ground of those cases be correct, I am of opinion that the present case comes within it. DAY, J.—If this case had been open I should have been of opinion that this attestation was abundantly sufficient. Because the addition of the address and description has not been made in the second attestation clause, I am constrained by the cases cited to hold that this bill of sale is void. The second clause is merely signed by Geo. Bailey. I entirely concur that if a jury were asked if the Geo. Bailey who signed the second clause was the same Geo. Bailey who signed the first, no body of men with any intelligence could doubt that they were the same. But I am bound to hold that the words, the description and the address, are part of the statutory form, that they are not in the present attestation clause, and therefore I am constrained to hold, which I do with great reluctance, that this bill of sale is void. Appeal allowed. Leave to appeal.—COUNSEL, *Lynden Bell*; *G. E. Jones*. SOLICITORS, *E. H. Ward*; *A. H. Hunt & Co.*

Solicitors' Cases.

Re JONES—C. A. No. 2, 22nd July.

SOLICITOR—COSTS OF INQUIRY AS TO SANITY OF ALLEGED LUNATIC—FINDING OF LUNACY—ALLOWANCE OF COSTS OUT OF LUNATIC'S ESTATE—SOLICITOR ACTING IN INTEREST OF THIRD PARTY.

This was an application by solicitors in the matter of a lunatic, made by solicitors, who had acted nominally on her behalf in her defence upon an inquiry into her sanity, that they might be allowed their costs of relating the inquiry out of her estate, she having been found to be a lunatic. She had resided in the house of a person named Badger. Proceedings had been taken against him in the Chancery Division to compel him to account for property of the lunatic of which he was alleged to have obtained control by undue influence over her. In those proceedings the applicants had acted for him, and an order had been made against him. When the lunacy inquiry was instituted the applicants were instructed by Badger to defend. They sent a clerk to see the alleged

renewed notice must, in that case, be given fourteen days at least before the date of such subsequent examination.

The examinations will be held at the hall of the society, Chancery-lane, London, on the following days in 1891—viz :—

Days of examination—Thursday, Jan. 15, at 10; Thursday, April 9, at 10; Thursday, June 18, at 10; Thursday, Nov. 5, at 10.

Last day for giving notice and depositing articles, &c.—Monday, Dec. 15; Monday, March 9; Monday, May 18; Monday, Oct. 5.

Last day for giving renewed notice and depositing articles, &c.—Wednesday, Dec. 31; Wednesday, March 25; Wednesday, June 3; Wednesday, Oct. 21.

The fee payable on giving notice of examination is £3, and for a renewed notice £1 10s.

Cheques or post office orders should be crossed "Messrs. Goslings & Sharpe."

N.B.—Candidates cannot present themselves for intermediate examination before the expiration of their half term of service.

LEGAL NEWS.

OBITUARY.

Mr. DAVID PUGH, barrister, M.P., died on the 12th inst., at the age of eighty-four. Mr. Pugh was the son of Colonel Pugh, of Manorbion, Carmarthenshire, and was educated at Rugby and at Balliol College, Oxford, where he graduated third class in Classics in 1828, and he was called to the bar at the Inner Temple in Easter Term, 1837. He was M.P. for Carmarthenshire in the Liberal interest from 1857 till 1868, and he had represented the Eastern Division of that county since 1885. He was a supporter of Mr. Gladstone's Irish policy. Mr. Pugh was a magistrate and deputy-lieutenant for Carmarthenshire and Carnarvonshire. He was high sheriff of the former county in 1874, and he was chairman of the Carmarthenshire Quarter Sessions from 1843 till 1855.

Sir HENRY CONNOR, Chief Justice of Natal, who died a few days ago, was the son of Mr. Roderick Connor, a Master in Chancery in Ireland. He was educated at Trinity College, Dublin, where he proceeded to the degree of LL.B. He was called to the bar in Ireland in 1839. He was Chief Justice of the Gold Coast Colony from 1854 till 1857, when he was appointed a puisne judge of the Supreme Court of Natal. He twice acted as Chief Justice of the Cape Colony, and in 1874 he was appointed Chief Justice of Natal and Judge of the Vice-Admiralty Court. He received the honour of knighthood in 1880.

Mr. JOHN CLAYTON, solicitor, of Newcastle-upon-Tyne, died on the 14th inst., in his ninety-eighth year. Mr. Clayton was admitted a solicitor in 1815. In 1839, on his father's death, he was elected town clerk of Newcastle, and he held that office till 1867. He had a large private practice, and he was for many years clerk to the Tyne Improvement Commissioners. He was also for sixty-six years clerk of the peace for Newcastle, retaining that office until his death. Mr. Clayton had nearly lost his sight, but he retained all his mental faculties. He was a well-known antiquarian. He was unmarried. A Newcastle paper says:—"Mr. Clayton was by far the oldest surviving citizen of the old-world Newcastle. His connection with the life of the borough was a remarkable one, he being closely identified, by office or personally, with every important item in its development during the first three-quarters of the present century. He followed his father in the town clerkship, and the paternal tenure of that office extended over a period of thirty-seven years. He was at one time the holder of the following offices in addition to the town clerkship:—clerk to the River Commission, clerk of the peace, clerk of the county court, clerk to the Scotswood Road and Bridge, clerk to the Shotley Bridge Road, clerk to the borough courts, clerk and solicitor to the Newcastle and Carlisle Railway. He also acted as confidential adviser to Mr. Richard Grainger, the founder of modern Newcastle. Writing of Mr. John Clayton in 1887, a commercial contemporary observed:—"It is no less than sixty-five years since Mr. Clayton began to occupy an influential public position in his native town, and from that time forward to his retirement from active life some ten years ago he was constantly engaged in works of conjugal and local utility. Almost every year of that half-century could furnish its record of some enduring work of usefulness, while at frequent intervals of that period there stand out large local schemes of permanent importance with which he was conspicuously connected, either as the originator or as the conductor to successful issues. The first, and not the least important, of these enterprises was the Newcastle and Carlisle Railway, one of the first in the country, which was largely carried out by Mr. Clayton's genius and energy. The schemes which constituted the River Tyne Commission, and led to gigantic works that have made that river one of the most important of English ports, were in large part indebted to the labours of Mr. Clayton, as representing the Corporation of Newcastle. When the commission was formed he was appointed its first clerk, and this was one of the last public offices he continued to hold. One of Mr. Clayton's last great works, before resigning the clerkship of Newcastle, was the comprehensive measure of town improvement which obtained parliamentary sanction in 1865."

Mr. WILLIAM FENTON FLETCHER BOUGHEY, barrister, died at Ealing on the 14th inst., in his seventy-sixth year. Mr. Boughey was the third son of Sir John Fletcher Boughey, Bart., and was educated at Shrewsbury School and at Christ Church, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1839. He was formerly a member of the Oxford Circuit, and he had for many years an extensive criminal practice.

Mr. Boughey was recorder of the borough of Shrewsbury from 1867 till 1879, when he was appointed stipendiary magistrate for the borough of Wolverhampton. He resigned a few years later on the ground of ill-health.

APPOINTMENTS.

Mr. JAMES BLACKLOCK LEE, solicitor, of Brampton and Haltwhistle, has been appointed Registrar of the Brampton County Court (Circuit No. 3), in succession to his partner, the late Mr. John Carrick. Mr. Lee was admitted a solicitor in 1860. He has been for several years registrar of the Haltwhistle County Court.

Mr. ROBERT CUNLIFFE, solicitor (of the firm of Cunliffe & Davenport), of 43, Chancery-lane, vice-president of the Incorporated Law Society, who has been elected President of the Society for the ensuing year, was admitted a solicitor in 1845.

Mr. WILLIAM MELMOTH WALTERS (of the firm of Walters, Deverell, Walters, & Wood), of 9, New-square, Lincoln's-inn, who has been elected Vice-President of the Incorporated Law Society for the ensuing year, was admitted a solicitor in 1857. He is solicitor to the Law Life Assurance Society, and a director of the Solicitors' Benevolent Association and the Law Fire Insurance Society.

Mr. LEWIS WARD, solicitor (of the firm of Toulmin, Ward, & Carruthers), of Liverpool, has been appointed a Commissioner for Oaths. Mr. Ward was admitted a solicitor in 1883.

Sir CHARLES HALL, K.C.M.G., Q.C., M.P., has been elected a Trustee of the Law Life Assurance Society.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

CHARLES THELWELL ABBOTT and FREDERICK WILLIAM BAKER, solicitors, (Abbott, Jenkins, Baker, & Co.), New-inn, and 134, Fenchurch-street, London. July 16. The said Charles Thelwell Abbott retiring from the firm.

REGINALD CARTER and CHARLES ERNEST SIMPSON, solicitors (Seyle, Carter, & Simpson), 35, Queen Victoria-street, London. June 30. [Gazette, July 18.]

GENERAL.

The Settled Land Bill passed through Committee in the House of Lords on Monday, a sub-clause being added to clause 13, on the motion of the Earl of Faversham, providing that a limited owner should have power to spend money upon "the rebuilding of the principal mansion (if any) on the settled land, provided that the sum to be applied under this sub-section shall not exceed one-half of the annual rental of the settled land."

On the 20th inst. Mr. Justice Kekewich, addressing Mr. Warrington, Q.C., said:—"I have been considering what arrangements should be made for the next three weeks and two days, especially the last two days of the sittings. I have communicated with the officers respecting the convenience of suitors, solicitors, and others, and on reflection I have determined to postpone until Monday, the 11th, and Tuesday, the 12th of August, all further Lancashire business, except such as is of an urgent nature—injunctions and the like—which will be taken in the interval as usual. I propose to finish up the ordinary business of the court on Saturday, the 9th of August, and to devote the following Monday and Tuesday to Lancashire business only. I think this will be convenient to those practising in Lancashire, and assist those who have to look after witness actions."

In the House of Commons on Monday, in answer to Mr. Gedge, the Attorney-General said: The question whether one or both of the law officers shall appear in actions to which the Crown is a party depends entirely upon the nature of the case. The standing rule for some time past has been that only one law officer is instructed except in cases where, owing to the number of witnesses or difficulty of questions raised, the services of both are considered necessary, and the personal directions of the Attorney-General are taken before a second law officer is instructed. The brief fees are fixed by the solicitor instructing the law officers in the ordinary way, but they are on a scale lower than would be paid in similar cases to other Queen's Counsel. The junior counsel receives fees in the ordinary proportion to those fees. If the Crown succeeds the costs are taxed as between party and party in the ordinary way.

At Bodmin on Saturday, Mr. Justice Mathew, in the course of a charge to the grand jury, said he should have been glad to be able to inform them that some anticipated reforms had been made the subject of legislation during the present session of Parliament. One had been clearly demanded by public opinion, and would no doubt be made the subject of legislation before long—namely, the change enabling a prisoner to give evidence, if he thought fit, on his own behalf. It was a singular thing that we had gone on for so many centuries dealing with questions affecting life and liberty, but without acting on the maxim of hearing both sides. The change would be justified by the fact that it would be a great protection to an innocent man, whilst it was doubted whether it would improve the chances of those who ought to be convicted. He thought mistakes were sometimes made now, in the indulgent view a jury took about a prisoner of whom they knew nothing, being disposed to treat the accused as a person of good character when he certainly did not deserve to be so regarded. Another change to be looked for, and one which his lordship hoped was near at hand, was the creation of a court

of criminal appeal. Some difference of opinion existed on the subject, but he did not see why there should be any difficulty about it. He agreed that mistakes were not often made in these matters. There were, however, sometimes cases in which doubts existed, and they would be cleared up at once. One result which would follow would be the possibility of correcting the disparity in sentences, although that was a matter about which different views might be entertained, but he believed it to be a very substantial grievance.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, July	28 Mr. Lavin	Mr. Leach	Mr. Beal
Tuesday	29 Carrington	Godfrey	Pugh
Wednesday	30 Lavin	Leach	Beal
Thursday	31 Carrington	Godfrey	Pugh
Friday, August	1 Lavin	Leach	Beal
Saturday	2 Carrington	Godfrey	Pugh
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KIRKWOOD.
Monday, July	28 Mr. Pemberton	Mr. Clowes	Mr. Farmer
Tuesday	29 Ward	Jackson	Rolt
Wednesday	30 Pemberton	Clowes	Farmer
Thursday	31 Ward	Jackson	Rolt
Friday, August	1 Pemberton	Clowes	Farmer
Saturday	2 Ward	Jackson	Rolt

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ROMER.—On the 19th July, at Greville House, Great Malvern, the wife of Henry Sutherland Romer, M.A., of Lincoln's Inn, barrister-at-law, of a son.

TERRELL.—On the 21st July, at 40, Redcliffe-gardens, the wife of Arthur Beckett Terrell, of Lincoln's Inn, of a daughter.

MARRIAGE.

DAUNEY-HICKMAN.—On Thursday, the 17th inst., at St. Mary Abbots, Kensington, Alexander Daune, Esq., barrister-at-law, to Maria, widow of the late Lieut.-Col. Devereux H. Hickman, Bombay Staff Corps.

DEATH.

JOHNSON.—On the 27th inst., at 29, Chesham-place, S.W., John James Johnson, Q.C., of West Broyle, Chichester, in the 79th year of his age.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUREUM CO. LIMITED.—Petn for winding up, presented July 15, directed to be heard before Stirling, J., on July 26. Crump & Son, Philpot in. solors for petnors.

BRIGHT PLATEM PLATING CO. LIMITED.—Petn for winding up, presented July 10, directed to be heard before Stirling, J., on July 26. Carter & Barber, Aushfriars, solors for petn.

FLY CYCLE CO. LIMITED.—Petn for winding up, presented July 15, directed to be heard before North, J., on Saturday, July 26. Speechly & Co, New-inn, Strand, solors for petn.

LANDED ESTATES AGENCY, LIMITED.—North, J., has fixed July 29, at 1, for the appointment of an official liquidator.

LIFE ASSURANCE AGENTS JOURNAL CO. LIMITED.—Creditors are required, on or before October 1, to send their names and addresses, and the particulars of their debts or claims, to William Augustus Quant, Bolton, Lancashire. Howcliffe & Co, Bedford row, agents for J. Tyas Cooper, official liquidator's solor.

LIANDUDNO ADVERTISER AND PUBLISHING CO. LIMITED.—Creditors are required, on or before September 1, to send their names and addresses, and the particulars of their debts or claims, to Geo. H. Pugh, Liandudno, solor, liquidator.

MORTE CARLO GOLD MINING CO. LIMITED.—By an order made by North, J., dated June 14, it was ordered that the company be wound up. Hoare, Moorgate st, solor for petnors.

NEW BRUNSWICK TRADING CO. OF LONDON, LIMITED.—Stirling, J., has, by an order dated June 28, appointed Caldwell Ashworth, 22, Abchurch lane, to be official liquidator. Creditors residing in United Kingdom are required, on or before Sept 1, and creditors residing elsewhere, on or before Nov 1, to send the particulars of the debts or claims to the above Nov 25, at 12, is appointed for hearing and adjudicating upon the debts or claims.

WOOD HOUSE PARK AND GARDENS, LIMITED.—Petn for winding up, presented July 15, directed to be heard before Stirling, J., on Saturday, July 26. Wheatley, Lendenhall st, solor and petn in person.

FRIENDLY SOCIETIES DISSOLVED.

GRAND PROTESTANT FRIENDLY SOCIETY, Duke William Inn, Bewdley, Worcester July 15.

PROWSE BRANCH, 10, IMPERIAL UNITED ORDER OF MECHANICS, Old Chapel Inn, Rochdale, Lancaster July 15.

London Gazette.—TUESDAY, July 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADAMS BOTTLE BREWERY CO. LIMITED.—By an order made by Chitty, J., dated July 2, it was ordered that the said company be wound up. Williams & Co, Laurence Pountney hill, solors for petn.

CLAYTON WIRE MATTRESS CO. LIMITED.—Creditors are required, on or before Oct 26, to send their names and addresses and the particulars of their debts or claims, to Joseph Chadderton, 55, Cross st, Manchester. Hickin & Fox, Lincoln's Inn fields, solors.

IPSWICH AND SUFFOLK LICENSED VICTUALLERS' CO-OPERATIVE GROCERY AND PROVISION CO. LIMITED.—Petn for winding up, presented July 17, directed to be heard before Kay, J., on Saturday, Aug 2. Morridge, Gray's Inn sq, agent for Mills, Ipswich, solor for liquidator.

SCHOOL PUBLISHING CO. LIMITED.—Stirling, J., has, by an order dated July 15, appointed Mr. Benjamin Jackson, 28, Fenchurch st, to be official liquidator. **THE WINDMILL CYCLE CO. LIMITED.**—Creditors are required, on or before Sept 1, to send their names and addresses, and the names and addresses of their solitors to Lewis Volsey, Warrington Ridgway & Worsley, Warrington, solors for liquidator.

WILLIAM HESLITINE & SON, LIMITED.—By an order made by Stirling, J., dated July 5, it was ordered that William Hesliline & Son, Limited, be wound up. Please & Son, Old Jewry chmbrs, solors for petnors.

FRIENDLY SOCIETY DISSOLVED.

EAST LINCOSTER INDUSTRIAL AND PROVIDENT FREEHOLD ALLIANCE SOCIETY, LIMITED, Leicester July 16.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 11.

BOULGHE, MARY ANN, Manchester. August 8. Townsend v Lane, Registrar, Manchester District. Booth & Pegge, Manchester.

FURNIS BROTHERS, Boot Manufacturers, Mirfield, York. July 31. Barrett v Ledgard, Kay, J. Jackson, Huddersfield.

MOSELEY, GEORGE JAMES, Guildford, Surrey. Dentist. July 30. Moseley v Moseley, Stirling, J. Smallpeice & Sons, Guildford.

London Gazette.—TUESDAY, July 15.

AINSWORTH, GEORGE, Blackburn, Lancashire. Schoolmaster. Aug. 7. Ainsworth v Ainsworth, Registrar, Preston. Robinson, Blackburn.

INGLIS, WILLIAM FLEMING, Liverpool. July 30. Morton & Co. v Inglis, Registrar, Liverpool District. Butcher, Liverpool.

London Gazette.—TUESDAY, July 22.

EVANS, WILLIAM, Prima rd, Erixton, Gent. Aug. 22. Evans v Evans, Chitty, J. Miller, Savile row, St James's.

VAUDEAU, HENRY, Alexandra Park rd, Wood Green. Aug. 11. Sanitary Wood Wool Co. v Vaudeau, Stirling, J. White & De Buristale, Holborn Viaduct.

WHITE, JOHN RICHARD, Cardiff. Sept. 1. White v White, Stirling, J. Siveter, Gloucester.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 15.

BENJAMIN, BENJAMIN, Lorraine rd, Holloway, Gent. Aug 15. Pearce, Essex st, Strand.

BROUGHAM, JAMES PETER, Culduthel House, nr Inverness, Doctor of Medicine. Dec 1. Cronin, Southampton st, Bloomsbury.

BROWN, WILLIAM K., Belfast, Merchant. Aug 1. Bell, Belfast.

BUCKMASTER, ALBERT, Jermyn st, Esq. Aug 15. Caprons & Co, Savile pl, Conduit at.

BURTON, JOHN, Fenton, Staffs, Yeoman. July 30. Day, Stoke on Trent.

CALMAN, MICHAEL, sen, Eastbourne, Gent. Aug 25. T. & F. P. Baddley, Leadenhall st.

CARTWRIGHT, ELIZABETH, Tunstall, Staffs. Forthwith. Llewellyn & Ackrill, Tunstall.

CHAPEMAN, GEORGE, Sheffield, Gent. Sept 22. Bromhead & Co, Sheffield.

COALMAN, FLETCHER, Netherwasdale, Cumberland, Farmer. Aug 1. Paitson, Whitehaven.

COLLINS, JOHN FERDINAND, Betterton, Berks, Clerk in Holy Orders. Aug 12. H. & C. Collins, Reading.

COTTERELL, JOSEPH, Chessett's Wood, nr Knowle, Warwick, Farmer. Aug 23. King & Ludlow, Solihull.

ELLIS, THOMAS, Moseley, Worcs, Gent. Aug 19. Reece & Co, Birmingham.

GLOVER, ANN, Owthorne, Withernsea, Yorks. Aug 4. Townsend, Hull.

GLOVER, RICHARD, Kingston upon Hull, Licensed Victualler. Aug 4. Townsend, Hull.

GREENWOOD, JOHN, Todmorden, Lancs, Esq. J.P. Sept 12. Sutcliffe, Hebden Bridge.

HARPER, SARAH, Ravenswood rd, Bristol. Aug 30. Brittons & Co, Bristol.

HUNTER, HARRIET, Ellesmere Port, Chester. Aug 13. Caldecott, Chester.

JEFFERY, HANNAH, Staverton, Northampton. Aug 30. Burton & Willoughby, Daventry.

JENKINS, BENJAMIN, Pontypool, Mon, Contractor. Sept 15. Bythway & Son, Pontypool.

JORDAN, CHARLOTTE, Northampton. Aug 14. Geo. & G. W. Rands, Northampton.

KINGSBURY, EDWARD WHITE, George yd, Lombard st, Advertising Agent. Aug 13. Hughes & Co, Budge row, E.C.

LAPWORTH, GEORGE FREDERICK, Acton, Gent. Sept 10. McMillin, Bloomsbury sq.

MOORE, THOMAS, Erington, nr Birmingham, Bransfounder. Aug 29. Reece & Co, Birmingham.

MORRIS, THOMAS, New Windsor, Cook. Aug 30. Phillips & Ford, Windsor.

OLIPHANT, ELIZABETH MARY, Brunswick pl, Brighton. Sept 1. White & Co, Whitehall pl.

PALFREY, RICHARD THOMAS, Norton St. Philip, Somerset, Clerk in Holy Orders. Sept 5. Booty & Bayliffe, Raymond bldgs.

PATTISON, ELLIEN, Birkdale, Lancs. Aug 9. Unsworth, Bolton.

PITCHARD, RICHARD, Cernigoe bach Pentrefolias, Denbigh, Farmer. Aug 25. Jones, Llandrwt.

RYMER, ANN, Mansfield, Notts. Aug 16. Alcock, Mansfield.

STREETER, THOMAS, London rd, Brighton. Aug 15. Potter, Brighton.

TRADDALE, JAMES, West Kirby, Chester, Gent. Aug 31. McKenna, Liverpool.

VENN, JOHN, Hereford, Clerk in Holy Orders. Sept 1. Hamfry, Hereford.

VERNEY, FRANCES PARTRIDGE, Claydon House, Bucks. Aug 15. Parter & Co, Lincoln's Inn fields.

WILKINSON, JAMES, Dresden, Germany, Gent. Sept 1. Gould & Coombe, Sheffield.

WOOD, THOMAS, Leeds, Innkeeper. Aug 16. Beaumont & Stephenson, Leeds.

WRIGHT, GEORGE, Lee, Kent. July 31. Newton & Newton, High st, Lewisham.

WRIGHT, HENRY RICHARD, Lee, Kent, Licensed Victualler. July 31. Newton & Newton, High st, Lewisham.

London Gazette.—FRIDAY, July 18.

ARCHER, WILLIAM THOMAS, Nettleton rd, New Cross, Gent. Aug 1. Hill, Queen Victoria st.

AUBERT, MARGARET, Egham, Surrey, Grocer. Aug 14. Jukes, Staines.

BLAKE, GEORGE, Haresdane, Pycombe, Sussex, Gent. Aug 18. Howlett & Clarke, Brighton.

BOWDEN, PHILLIPPA, Falmouth. Aug 20. Waltons & Co, Lendenhall st
BROOKFIELD, JOHN, N. Mold, Flint. Aug 20. Moss & Sharpe, Chester
BROWN, JOHN, Belper, Derby, Saddler. Aug 16. Holland & Rigby, Ashbourne
BURNHALL, JOHN, Ansley, Leices. Gent. Sept 1. Freer & Co, Leicester
COCKS, RICHARD, Burraton, Pennycross, Devon, Yeoman. Sept 4. Bone & Co, Devon
CUFF, JAMES CORSEY, Basford, Nottingham, Miller. Aug 16. Elborne, Nottingham
DUGMORE, FREDERICK, Handsworth, Staffs, Warehouseman. Aug 21. Jaques & Sons, Birmingham
EVANS, JOHN, Holywell, Flint, Farmer. Aug 12. Cope, Holywell
FAULKNER, JAMES, Stalybridge, Chester, Agent. Aug 25. Whitehead, Stalybridge
FIRTH, GEORGE, Manningham Thorpe, Bradford, Merchant. Sept 1. Taylor & Co, Bradford
HADFIELD, JOSEPH, Sheffield, Marble Mason. September 1. Broomhead & Co, Sheffield
HAINES, HENRY JOSEPH ROSSELLLOY, Wood st, Westminster, Esq. Aug 20. Francis & Girard, Faversham
HARLAND, EDWARD, Bishton, Stafford, Clerk in Holy Orders. Sept 12. Cunliffes & Davenport, Chancery lane
HARRIS, MARY, Porthead, Somerset. Aug 19. Glyde, Bristol
HAYES, THOMAS, Stockton Heath, nr Warrington, Gent. Aug 20. Davies & Co, Warrington
HEBBLETHWAITE, JAMES, Southwam, Halifax, Colliery Proprietor. Aug 25. Lawton, Halifax
JUBB, ANN, Warley, Halifax. Sept 1. Jubb & Co, Halifax
JUBB, FRANCIS, Warley, Halifax, Solicitor. Sept 1. Jubb & Co, Halifax
LANE, JOHN, Hampstead, Licensed Victualler. Sept 10. Nicholls, Lincoln's inn fields
BUTT, THOMAS LE, Folkestone, Lodging house keeper. Aug 20. Bradley, Folkestone
LESTER, THOMAS, Dormans, Lingfield, Surrey, Esq. Aug 31. Livesey & Co, Brighton
LING, ANNE ELIZABETH, Stogumber, Somerset. Sept 11. Hallard, Stogumber, Somerset
LOWRDS, MARY ANN, Southolme, Gainsborough. Sept 20. Hayes & Son, Gainsborough
MEEDS, JAMES, Burgess Hill, Sussex, out of business. Sept 29. Stevens & Son, Brighton
MONKEY, EDWARD, Worthing, Sussex, Esq. Aug 11. Fisher & Co, Watling st, St Paul's
MOORE, GEORGE, Grove rd, Mile end, Tallow Chand'or. Aug 20. Thilings, Devonshire chhrs, Bishopsgate
MORRIS, OWEN, Garth, Carnarvon, Gent. Aug 31. Roberts & Jones, Bangor
OLDHAM, FANNY, Harrogate. Aug 20. Ryott, Gateshead
PATTISON, THOMAS, Blackpool, Lancashire. Oct 1. Ascroft, Blackpool
POWELL, GEORGE, Manchester, Upholsterers' Trimming Manufacturer. Aug 7. Lawson & Co, Manchester
RAYNAUD, ELIZABETH, Richmond rd, Dalston. Aug 25. Gregson, Angel ct, Throgmorton st
ROCHE, JOHN, Old Ford rd, ex-Police Constable. Aug 11. Edell & Co, King st, Cheapside
SERVICE, PATRICK, Plymouth, Wholesale Ironmonger. Aug 20. Rooker & Co, Plymouth
SIMPSON, THOMAS, Hill Top, near Holmfirth, Chimney Sweeper. Aug 31. Turner, Holmfirth
STOCKER, Rev. WILLIAM HENRY BROWELL, Ovington, Hants, Clerk. Sept 1. Warner, Winchester
STRAWSON, FRANCIS, Rock Ferry, Chester. Aug 20. Madden & Co, Liverpool
TORKINGTON, JOHN CONNOR, Bowdon, Chester, Esq. Aug 23. Williams, Southport
TUCK, SARAH, Melksham, Wilts. Sept 1. Bradley, Cardiff
VOSPER, WILLIAM, Barnham, Cornwall, Butcher. Aug 18. White & Co, Llan-coston
WOODHOUSE, JOHN GEORGE, Burghill Court, Hereford, Esq. Oct 1. James & Co, Hereford

London Gas-tts.—TUESDAY, July 22.

BAILEY, WILLIAM, Denning rd, Hampstead. Aug 4. Lewis & Churchmen, Chancery lane
BALLARD, ARTHUR, Faringdon, Berks, Chemist. Sept 20. Crowdy & Son, Faringdon

BANKRUPTCY NOTICES.

London Gas-tts.—FRIDAY, July 18.

RECEIVING ORDERS.

ANDREWS, EDWARD, Westboughton, Lancashire, Contractor Bolton. Pet July 14. Ord July 14
ARGYLE, DAN, King st, Twickenham, Fishmonger. Brentford. Pet July 11. Ord July 11
BATES, EDWIN, Queen's rd, Peckham, Saddler. High Court. Pet July 14. Ord July 15
BENJAMIN, JOSEPH, Hastings, Gent. High Court. Pet June 25. Ord July 15
BOADER, ABEL, Liverpool, Flour Dealer. Liverpool. Pet July 16. Ord July 16
BROWN, JOHN MORRIS, Leicester, Leather Merchant. Leicester. Pet June 21. Ord July 15
BUSH, WILLIAM, Radstock, Somersetshire, Postmaster. Frome. Pet July 14. Ord July 14
CANNON, CHARLES, Davies st, Berkeley sq, Dyer, & Co. High Court. Pet June 14. Ord July 24
CLEMENCE, HENRY MARTIN, Canterbury, Commission Agent. Canterbury. Pet July 15. Ord July 15
CLIFFORD, WILLIAM, Barrow on Soar, Leicestershire, Licensed Victualler. Leicester. Pet July 14. Ord July 14
COOKS, JOHN, Maidstone, Kent, Coal Merchant. Maidstone. Pet July 15. Ord July 15
COWARD, HENRY GEORGE, Chatham, Confectioner. Rochester. Pet July 15. Ord July 15
CUCKOW, WILLIAM, Wakefield, Crucible Maker. Wakefield. Pet July 15. Ord July 15
DORMER, CATHERINE, Leicester, Plumber. Leicester. Pet July 16. Ord July 16
EIGHTON, FRANK, Kennington-rd, Vocal Comedian. High Court. Pet July 15. Ord July 15
FARR, WILLIAM, Arley, Beddardshire, Farmer. Bedford. Pet July 16. Ord July 16

FISK, JOSEPH, Middleton, Suffolk, Bricklayer. Great Yarmouth. Pet July 14. Ord July 14
GARbutt, WILLIAM, Middlesborough, Coaldealer. Stockton on Tees and Middlesborough. Pet July 14. Ord July 14
GOLDING, LOUIS, Leeds, Slipper Maker. Leeds. Pet July 16. Ord July 16
GRIFFITHS, RICHARD, Willaston, Cheshire, Coaldealer. Nantwich and Crewe. Pet July 2. Ord July 14
HELMORE, FREDERICK GEORGE, Grafton st, Surveyor. High Court. Pet July 14. Ord July 15
HOLMES, MINNIE BEATRICE, Fulham-road, Spinster. High Court. Pet June 16. Ord July 4
HOBBS, WALTER, Worthing, Surveyor. Brighton. Pet July 14. Ord July 14
JOHNS, JOSEPH SOUTHALL, Shenston, nr Lichfield, Grocer. Willam. Pet July 15. Ord July 14
JOHNS, WILLIAM EVANS, Bonhill, Llanaber, Merionethshire, of no occupation. Aberystwyth. Pet June 18. Ord July 15
KENT, GEORGE, Mulbarton, Norfolk, Miller. Norfolk. Pet July 15. Ord July 15
KNOX, JOHN, Higher Broughton, Salford, Commission Agent. Salford. Pet July 16. Ord July 16
KUSHEL, MAXIME, 61 Portland st, Commission Agent. High Court. Pet June 19. Ord July 16
MEAD, ISAAC, Chatham, Grocer's Assistant. Rochester. Pet July 14. Ord July 15
MOORE, JOHN, Roman rd, Bow, Cheesemonger. High Court. Pet July 15. Ord July 15
NUTTING, WILLIAM, Lavender hill, Battersea, Corn Merchant. Wandsworth. Pet July 15. Ord July 12
PEAKS, THOMAS, Nuneaton, Warwickshire, Confectioner. Coventry. Pet July 2. Ord July 16
PICKWORTH, JAMES, Hargrave pk rd, Junction rd, Jeweller. High Court. Pet July 16. Ord July 16

POLLARD, HENRY, Chester, Confectioner. Chester. Pet July 15. Ord July 15
POTTER, ALFRED, and GEORGE F. XETER, Leicester, Boot Manufacturers. Leicester. Pet July 15. Ord July 15
PREECE, CHARLES GODWIN, Bidestone, Suffolk, Chemist. Ipswich. Pet July 12. Ord July 12
PRYOR, THOMAS, Nottingham, Joiner. Nottingham. Pet June 14. Ord July 14
ROSE, THOMAS PARRY, Union grove, Clapham, Poultry Salesman. High Court. Pet July 14. Ord July 14
SCOTT, JOHN, Portland rd, South Norwood, Baker. Croydon. Pet July 12. Ord July 12
THOMSON, ARTHUR, Bradford, Warp Dresser. Bradford. Pet July 14. Ord July 14
THURMAN, JOHN EDWARD, Heckmondwike, Yorkshire, Salesman. Dewsbury. Pet July 14. Ord July 14
TOMBLIN, JOHN, Kilbourne, Derbyshire, Innkeeper. Derby. Pet July 3. Ord July 15
TONGUE, WILLIAM PALMER, King's rd, Chelsea, Cord Dealer. High Court. Pet July 14. Ord July 14
WALFORD, ALFRED, Kidderminster, Worcesterhire, Fishmonger. Kidderminster. Pet June 24. Ord June 24
WELLS, WILLIAM ASHNESS, Webber st, Backfriars, Miller. High Court. Pet July 15. Ord July 15
WILSON, JAMES MICHAEL, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet July 14. Ord July 14
WILSON, THOMAS ARTHUR, Attenborough, Nottinghamshire, Lace Salesman. Nottingham. Pet July 15. Ord July 15
WOODFORD, JAMES HENRY, Newport, Monmouthshire, Grocer. Newport. Mon. Pet July 18. Ord July 16

BARRATT, JOSEPH, Newcastle upon Tyne, Gent. Sept 1. Dees & Thompson Newcastle upon Tyne
BELL, JAMES PREDLETON, Birkdale, Southport, Tailor. Aug 2. Entwistle, Manchester
BETTS, JANE, Torquay, Devon. Sept 9. Hooper & Wollen, Torquay
BRADLEY, ELIZABETH MARY, South st, Greenwich. Aug 13. Smith & Son, Farnival's inn
BRADLEY, JOSEPH, Greenwich, Esq. Sept 29. Smith & Son, Farnival's inn
BURGES, GEORGE PRINCE, Yeadon, Yorks, Joiner. Aug 27. Field & Co, Liverpool
CHILD, LOUISA, Ripon. Sept 19. Kirby & Son, Harrogate
CLARK, THOMAS THOMPSON, Chilton Lodge, North Shields, Accountant. Aug 20. Leitch & Co, North Shields
CLUTTERBUCK, Col. WILLIAM, Newark pk, Glos. Aug 30. Vizard & Co, Dursley
COX, HENRY, Liverpool. Aug 20. Bateson & Co, Liverpool
DEWS, EDWARD, Osett, Yorks, Manufacturer. Sept 6. Harrison & Co, Wakefield
DUKE, EMILY, Wellington rd, Enfield. Aug 8. Barrow, New Inn
FENTON, GEORGINA WREYNE, Little Queen st, Marylebone rd. Aug 20. Tweedie, Lincoln's inn fields
GRIFFITH, GRACE, Bangor, Carnarvon. Sept 22. Roberts & Cernyn Jones, Bangor
HARRISON, Lieut.-Gen. BROADLEY, Kynaston, Ross, Hereford. Aug 23. Jenkins, Raymond bldgs, Gray's inn
HIGGINS, JANE, Nursery rd, Brixton. Aug 21. Kingdom & Co, Laurence lane, Cheapside
HUGHES, CATHERINE, Putney, Surrey. Aug 30. Bowman & Crawley-Boevey, Bedford row
JEANS, THOMAS, Bath, Esq. Sept 6. Wilson, Bath
KAY, NATHAN, Sharples, Lancaster, Stone Dealer. August 10. Russell, Bolton
LAWLEY, WILLIAM, Bristol, Grocer. Aug 16. Sibby & Co, Bristol
NEVILL, GEORGE, Alexandra Villas, Finsbury Park. Sept 14. Nevill, Farnival's inn
PUZEY, JANE, St James rd, Surbiton. Aug 29. Child, Paul's Bakehouse crt, Doctor's commons
RILEY, JANE, Southport, Lancaster. Sept 17. Wood & Williamson, Manchester
SCRIVEN, WILLIAM CLARKSON, Leeds, Estate Agent. Sept 2. Ford & Warren, Leeds
SHERATON, RICHARD, Bishopwearmouth, Durham, Gent. Sept 20. Wilford, Sunderland
SIXLY, SARAH, Ipswich, Suffolk. Aug 18. Westhorp & Co, Ipswich
SMART, CAROLINE, Canterbury. Sept 3. Mowll & Mowll, Dover
TAYLOR, JAMES, Bonham rd, Brixton hill, Builder. Aug 30. Hammond, Bedford
THOMSON, WILLIAM, Dover st, Hotel Keeper. Aug 20. Markby & Co, Coleman st
TIMMINS, ELIZABETH, Egham Hythe, Surrey, Bargeowner. Aug 16. Coote & Ball, Curator st, Chancery lane
TOMSON, MARY, Admaston, Salop. Aug 30. Wragge & Co, Birmingham
TURNER, THOMAS, Ilkeston, Derby, Warp Hand. Aug 9. Hopkins & Byron, Ilkeston
WELLS, MARY, Guildford, Surrey. Aug 20. Snow & Co, College hill, Cannon st
WHITELY, NANCY, Leeds. Aug 20. Sutcliffe, Hebbden Bridge
WOODHOUSE, JOHN GEORGE, Burghill Court, Hereford, Esq. Oct 1. James & Co, Hereford
WOOLDRIDGE, DE LAZY RICHARD FRANK, Parliament hill rd, Hampstead, Colonel. Aug 31. Turner, King st, Cheapside

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. For particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WOOLLEY, FRANK HARRY, Aston juxta Birmingham, Public House Manager Birmingham Pet July 14 Ord July 14

The following amended notice is substituted for that published in the London Gazette of June 17.

SMITHETT, FLORA, Kensington Mansions, Earl's Court, Widow High Court Pet May 10 Ord June 12 (Adjudged bankrupt on June 12 in name of FLORA EMILY SMITHETT)

FIRST MEETINGS.

ADAMS, THOMAS, Keaton rd, East Dulwich, Writer July 25 at 11 33, Carey st, Lincoln's inn fields
ALEXANDER, THOMAS WILLIAM, Balderton, nr Newark upon Trent, Milksealer July 25 at 11 Off Rec, St Peter's Church walk, Nottingham
ANDREWS, ALEXANDER HARDING, Chapel pl, Crouch End, Ladies' Outfitter July 25 at 11 33, Carey st, Lincoln's inn fields

ANDREWS, EDWARD, Westhoughton, Lancs, Contractor July 25 at 11 16, Wood st, Bolton
BRATTS, LAURA LUCY, Bartholomew's rd, Kentish Town, Vegetarian Restaurant Proprietor July 25 at 11 33, Carey st, Lincoln's inn fields

BROWN, JOHN MORRIS, Leicester, Leather Merchant July 25 at 12 30 Off Rec, 34, Fyfar lane, Leicester
CLEMENTS, HENRY MARTIN, Canterbury, Commission Agent July 25 at 9 30 Off Rec, 5, Castle st, Canterbury

CLIFFORD, WILLIAM, Barrow on Soar, Leics, Licensed Victualler July 25 at 12 30 Off Rec, 34, Fyfar lane, Leicester

COCKS, JOHN, Maidstone, Coal Merchant July 25 at 3 Off Rec, Week st, Maidstone
COWARD, HENRY GEORGE, Chatham, Confectioner July 31 at 11 30 Off Rec, High st, Rochester

CROOK, WILLIAM, Wakefield, Crucible Maker July 25 at 11 Off Rec, Bond terrace, Wakefield
DEBRUHST, VICTOR, Egerton grde, South Kensington July 25 at 11 Bankruptcy bldgs, Lincoln's inn fields

EVANS, DANIEL, Swansea, Butter Merchant July 25 at 12 Off Rec, 97, Oxford st, Swansea
FIELD, FREDERICK, Bedfordshire, Straw Hat Manufacturer July 25 at 2 30 J G Roberts, Park st, West Luton

FISK, JOSEPH, Middleton, Suffolk, Bricklayer July 25 at 1 Off Rec, 8, King st, Norwich
HALFON, J S, Duke st, Piccadilly, of no occupation July 25 at 11 33, Carey st, Lincoln's inn fields

JONES, LUCRETIA THERESA AMINA, Abbey st, Bermondsey, Oil and Colour Merchant July 25 at 2 30 33, Carey st, Lincoln's inn fields

KENNEL, FREDERICK JOHN, Cardiff, Milk Vendor Aug 1 at 10 30 Off Rec, 22, Queen st, Cardiff
KENT, GEORGE, Mulbarton, Norfolk, Miller July 25 at 11 15 Off Rec, 3, King st, Norwich

KEY, WILLIAM, and HENRY GEORGE KEY, Nottingham, Lace Manufacturer July 25 at 12 Off Rec, St Peter's Church walk, Nottingham

LACEY, JAMES, Luton, Beds, Timber Dealer July 25 at 2 30 J G Roberts, Park st, West Luton
LITCHFIELD, ISAAC, Winsfield, Derbyshire, Boot Dealer July 30 at 2 30 Off Rec, St James's chbrs, Derby

MAYLES, ISRAEL, Luton, Beds, Corn Dealer July 25 at 12 J G Roberts, Park st, West Luton
MEAD, ISAAC, Chatham, Grocer's Assistant Aug 5 at 11 30 Off Rec, High st, Rochester, Kent

POLLARD, HENRY, Chester, Confectioner July 30 at 2 30 Crypt chbrs, Chester
POTTER, ALFRED, and GEORGE FITZGER, Leicester, Bootmakers July 25 at 3 Off Rec, 34, Fyfar lane, Leicester

PRIME, HENRY BURTON, Gt Yarmouth, Assistant Inspector of Nuisances July 25 at 11 30 Off Rec, 3, King st, Norwich

REYNOLDS, GEORGE, Flabgard, Pembrokeshire, Innkeeper July 30 at 12 Temperance Hall, Pembroke Dock

SADLER, JOHN, Blackwell, nr Darlington, Farmer July 25 at 11 North-Eastern Hotel, Darlington
SANDY, LEWIS, Esher, Surrey, Corn Merchant July 25 at 12 30 Railway approach, London Bridge

SMITHETT, FLORA EMILY, Trebovir rd, Earl's Court, Widow July 25 at 11 33, Carey st, Lincoln's inn

STOKES, CHARLES, and FREDERICK CHARLES STOKES, King's Chiffe, Northamptonshire, Carriage Builders July 30 at 12 15 Law Courts, New rd, Peterborough

STONE, ALFRED, Boyson rd, Camberwell, Provision Merchant July 25 at 12 Bankruptcy bldgs Portugal st, Lincoln's inn

THORNTON, ARTHUR, Bradford, Warp Dresser July 25 at 11 Off Rec, 31, Manor row, Bradford
TOMLIN, JOHN, Kilbourne, Derbyshire, Innkeeper July 30 at 2 30 Off Rec, St James's chbrs, Derby

TURNER, ABEL, South Bank, Yorks, Labourer July 25 at 11 Off Rec, 3, Albert rd, Middlesbrough
WALFORD, ALFRED, Kidderminster, Fishmonger July 25 at 2 15 B. B. Bagster, Solicitor, Kidderminster

WEINLAND, ABRAHAM MAURICE, Burdett rd, Bow, Wholesale Jeweller July 30 at 11 33, Carey st, Lincoln's inn

WILSON, JAMES MICHAEL, Newcastle on Tyne, Builder July 25 at 11 Off Rec, Pink lane, Newcastle on Tyne
WYLD, WILLIAM EDWARD, South Stockton, Yorks, Brush Manufacturer July 25 at 11 Off Rec, 3, Albert rd, Middlesbrough

ADJUDICATIONS.

ADAMS, THOMAS, East Dulwich, Surrey, Writer in the Civil Service High Court Pet July 9 Ord July 14

ANDREWS, EDWARD, Westhoughton, Lancashire, Contractor Bolton Pet July 14 Ord July 14

ARGYLE, DAN, King st, Twickenham, Fishmonger Brentford Pet July 11 Ord July 11
BITHILL, MARY ELIZABETH, Leicester, Milliner Leicester Pet June 6 Ord July 15

BUSH, WILLIAM, Radstock, Somersetshire, Postmaster Frome Pet July 14 Ord July 14
CLEMENTS, HENRY MARTIN, Canterbury, Commission Agent Canterbury Pet July 14 Ord July 15

CLIFFORD, WILLIAM, Barrow on Soar, Leicester-shire, Licensed Victualler Leicester Pet July 12 Ord July 14

COCKS, JOHN, Maidstone, Coal Merchant Maidstone Pet July 15 Ord July 15
CORBET, JOHN WILLIAM, Holme Hale Rectory, Norfolk, Clerk in Holy Orders King's Lynn Pet March 22 Ord July 14

COWARD, HENRY GEORGE, Chatham, Confectioner Rochester Pet July 15 Ord July 15
COZENS, JOHN FOAT, Canterbury, Builder Canterbury Pet June 18 Ord July 15

CROOK, WILLIAM, Wakefield, Crucible Maker Wakefield Pet July 15 Ord July 15
DAVIES, PHILIP, Southborough, Kent, Grocer Tunbridge Wells Pet July 2 Ord July 10

DORMER, CATHERINE, Leicester, Plumber Leicester Pet July 16 Ord July 16
DRAKE, WILLIAM HENRY, Plymouth, Fisherman East Stonehouse Pet July 12 Ord July 15

DUPUIS, MARIN LOUISE, Brighton, Dressmaker Brighton Pet July 4 Ord July 14
EGERTON, FRANK, Kennington rd, Vocal Comedian High Court Pet July 5 Ord July 15

FARR, WILLIAM, Alsey, Bedfordshire, Farmer Bedford Pet July 15 Ord July 15
GARBUTT, WILLIAM, Middlesbrough, Coal Dealer Stockton on Tees and Middlesbrough Pet July 14 Ord July 14

HUGHES, JANE, Millersale, Anglesey, Grocer Bangor Pet July 4 Ord July 14
JOHNS, JOSEPH SOUTHALE, Shenstone, nr Lichfield, Grocer Walsall Pet July 16 Ord July 16

KENT, GEORGE, Mulbarton, Norfolk, Miller Norwich Pet July 15 Ord July 15
KNOX, JOHN, Higher Broughton, Salford, Commission Agent Salford Pet July 16 Ord July 16

MANNINGTON, CLEMENT, Acton, Coal Merchant Brentford Pet June 28 Ord July 11
MEAD, ISAAC, Chatham, Grocer's Assistant Rochester Pet July 14 Ord July 15

MOWL, JAMES, Addlestone, Surrey, Tailor Guildford and Godalming Pet June 11 Ord July 12
NIBLETT, WILLIAM CHARLES, Upper Bedford pl, Barrister at law High Court Pet June 26 Ord July 14

POLLARD, HENRY, Chester, Confectioner Chester Pet July 15 Ord July 15
PRATT, FRANCIS MOWBRAY, Southampton, Fear Admiral in Her Majesty's Navy Southampton Pet June 28 Ord July 16

PREECE, CHARLES GODWIN, Bildestone, Suffolk, Chemist Ipswich Pet July 12 Ord July 12
PRIOR, THOMAS, Nottingham, Joiner Nottingham Pet July 14 Ord July 14

ROSE, THOMAS PARRY, Union grove, Clapham, Game Salesman High Court Pet July 14 Ord July 15
SCOTT, JOHN, South Norwood, Surrey, Baker Croydon Pet July 12 Ord July 12

THORNTON, ARTHUR, Bradford, Warp Dresser Bradford Pet July 14 Ord July 14
THURMAN, JOHN EDWARD, Heckmondwike, York Salesman Dewsbury Pet July 14 Ord July 14

TONGUE, WILLIAM PALMER, King's rd, Chelsea Corndealer High Court Pet July 14 Ord July 16
WAGSTAFF, ARTHUR, Bognor, Sussex, Butcher Brighton Pet July 7 Ord July 16

WALFORD, ALFRED, Kidderminster, Fishmonger Kidderminster Pet June 24 Ord June 24
WILSON, THOMAS ARTHUR, Attenborough, Nottinghamshire, Lace Salesman Nottingham Pet July 15 Ord July 15

WOOLLEY, FRANK HARRY, Aston juxta Birmingham, Public House Manager Birmingham Pet July 14 Ord July 15

London Gazette.—TUESDAY, July 22.

RECEIVING ORDERS.

BATE, J. H. & SON, Dudley, Builders Dudley Pet July 4 Ord July 14
BELL, JOHN JAMES, Chorlton on Medlock, Manchester, Joiner Manchester Pet July 18 Ord July 18

BIGNOLD, HERBERT, Clapham Common Gardens, 2, Lowest Wandsworth Pet June 27 Ord July 17
BROOKS, JOHN, Milford, nr Stafford, Builder Stafford Pet July 16 Ord July 16

BROOKSBANK, ALBERT, Shipley, Yorks, Yardman Bradford Ord July 17 Ord July 17
COOPER, JOHN HALCOMBE, Gosport, Licensed Victualler Portsmouth Pet July 15 Ord July 15

COPPE, HERBERT, Hornsey rd, Corn Chandler High Court Pet July 19 Ord July 19
FRANK, GUSTAV, Queen Victoria st, Cigar Merchant High Court Pet June 14 Ord July 18

GOTTS, JAMES PHILIP, Norwich, out of business Norwich Pet July 18 Ord July 18
HALL, JAMES, and RACHAEL HALL, New Bridge, Radcliffe, Lancs, Bleachers Bolton Pet July 1 Ord July 17

HALLIDAY, JOHN, and CHARLES WILLIAM HOLMES, Bradford, Cabinet Makers Bradford Pet July 1 Ord July 17
HARRIS, F. J., Strand High Court Pet July 1 Ord July 18

IRLAND, WILLIAM, Belgrave, Leices, Clicker Leicester Pet July 19 Ord July 19
JOHNSON, FRANCIS, Fordham, Cambs, Builder Cambridge Pet July 18 Ord July 18

MOKAT, JOHN, Whitehaven, Boot Dealer Whitehaven Pet July 18 Ord July 18
MORRIS, HARRY, Dudley, Builder Dudley Pet July 8 Ord July 17

RICHARDS, JOSIAH PHILLIPS, Melbourne grove, East Dulwich, Accountant High Court Pet July 17 Ord July 17

SINGLAIS, CHARLES TERRY, and DUNCAN SYDNEY SINGLAIS, Foley st, Langham st, Licensed Victuallers High Court Pet July 18 Ord July 18
STARK, JOHN GEORGE, Weston super Mare, Swing Proprietor Bridgewater Pet July 4 Ord July 17

TAYLOR, THOMAS WILLIAM, Huddersfield, out of business Huddersfield Pet July 18 Ord July 18
TUNNARD, JOHN, Leeds, out of business Leeds Pet July 19 Ord July 19

WALKER, THOMAS, Barrow in Furness, Tobaccoconist Ulverston and Barrow in Furness Pet June 21 Ord July 18
WALLER, EDWIN, Lombard ct, Bill Discounter High Court Pet June 26 Ord July 17

WALLER & HARCOURT, New Bridge st, Public House Brokers High Court Pet June 19 Ord July 7
WATERS, THOMAS, Gosport, Baker Portsmouth Pet July 18 Ord July 18

WELCH, WILLIAM, Braiford, Grocer Bradford Pet July 14 Ord July 16
YOUNG, ROBERT DIXON, Swaffham, Norfolk, Licensed Victualler King's Lynn Pet July 1 Ord July 18

The following amended notices are substituted for those published in the London Gazette of April 25.
DICKIN, GEORGE PRICE, Salop, Farmer Wrexham Pet Apr 3 Ord Apr 22

DICKIN, THOMAS BENJAMIN, Salop, Farmer Wrexham Pet Apr 3 Ord Apr 22

The following amended notice is substituted for that published in the London Gazette of July 18.
PRIOR, THOMAS, Nottingham, Joiner Nottingham Pet July 14 Ord July 14

RECEIVING ORDER RESCINDED.

MCLAREN, WILLIAM, and JOHN DONNELLY, Dockley rd, Bermondsey High Court Rec Ord March 10 Rec July 9

FIRST MEETINGS.

AUSTIN, JAMES, Glen Parke rd, Forest Gate, Timber Merchant July 29 at 2 30 33, Carey st, Lincoln's inn fields

BEAUMONT, GEORGE, Chelmsford, Builder July 30 at 12 40 Shirehall, Chelmsford
BOTTOMLEY, WALTER FEATHER, Leeds, Perambulator Manufacturer July 30 at 12 Off Rec, 22, Park row, Leeds

BROOKS, JOHN, Milford, nr Stafford, Builder July 29 at 11 30 Off Rec, St Martin's pl, Stafford
BROOKSBANK, ALBERT, Shipley, Yardman July 31 at 11 30 Off Rec, 31, Manor row, Bradford

BUSH, WILLIAM, Radstock, Somersetshire, Postmaster Aug 6 at 12 Off Rec, Bank chambers, Bristol

CALE, WILLIAM, Adelaide rd, Haverstock Hill, of no occupation July 29 at 11 Bankruptcy bldgs, Lincoln's inn fields

DAVIES, PHILIP, Southborough, Kent, Grocer July 30 at 12 24, Railway Approach, London Bridge
DEAHILL, JOHN, Carlton, Nottinghamshire, Wheelwright July 30 at 11 Off Rec, St Peter's Church walk, Nottingham

DORMER, CATHERINE, Leicester, Plumber July 30 at 3 Off Rec, 24, Fyfar lane, Leicester
DRAKE, WILLIAM HENRY, Plymouth, Fisherman July 29 at 11 10, Athenaeum terrace, Plymouth

ELKES, EKIN, Datchet, Buckinghamshire, Butcher July 29 at 11 30 95, Peasod st, Windsor
ELMER, GEORGE RICHARD, Chelmsford, Butcher July 30 at 12 15 Shirehall, Chelmsford

FLOWERS, WILLIAM THOMAS, Nechells, Birmingham, Tram Conductor Aug 13 at 12 25, Colmore row, Birmingham

GOLDBERG, LOUIS, Leeds, Blipper Maker July 30 at 11 Off Rec, 22, Park row, Leeds
GRIFFITHS, RICHARD, Willaston, Cheshire, Coaldealer July 31 at 11 Royal Hotel, Crewe

HALL, JAMES, and RACHAEL HALL, Radcliffe, Lancs, Bleachers July 30 at 11 10, Wood st, Bolton
HALLIDAY, JOHN, and CHARLES WILLIAM HOLMES, Bradford, Cabinet Makers July 31 at 11 Off Rec, 31, Manor row, Bradford

HARVEY, SAMUEL, Poston court, Vowchurch, Herefordshire, Farmer Aug 6 at 12 2, Off st, Hereford

HORNE, WALTER, Worthing, Surveyor July 31 at 12 Off Rec, 4, Pavilion bldgs, Brighton
JOHNSON, FRANCIS, Fordham, Cambridgeshire, Builder Aug 1 at 12 Off Rec, 3, Petty Cury, Cambridge

KNOX, JOHN, Higher Broughton, Salford, Commission Agent July 20 at 3 Off Rec, Ogdens chbrs, Bridge st, Manchester

LAMB, JOSEPH, Gt Grimsby, Skipper July 30 at 11 Off Rec, 3, Haven st, Gt Grimsby
LEWIS, MARTHA JANE, Fenarth, Glamorganshire, Grocer July 29 at 12 Off Rec, 29, Queen st, Cardiff

MILLS, CHARLES JAMES, Moss Side, nr Manchester, Draper's Assistant July 30 at 2 30 33, Carey st, Lincoln's inn

PRIOR, THOMAS Nottingham, Joiner July 29 at 11 Off Rec, St Peter's Church walk, Nottingham
RHODES, CHRISTOPHER HERMAN, Friday st, Agent July 30 at 1 33, Carey st, Lincoln's inn

TAYLOR, THOMAS WILLIAM, Huddersfield, out of business Aug 1 at 3 Haigh & Son, New st, Huddersfield

WAGSTAFF, ARTHUR, Bognor, Butcher July 29 at 13
Royal Norfolk Hotel, Bognor
WAINWADGE, RICHARD, Great Grimsby, Waggon
Inspector July 30 at 11.20 Off Rec, 5, Haven-st,
Great Grimsby
WELCH, HENRY, Waddesden, Buckinghamshire,
Baker Aug 11 at 10.45 25, Walton st, Ayles-
bury
WILLIAMS, CHARLES HENRY, Sutton Coldfield, War-
wickshire, Grocer July 31 at 11 25, Colmore row,
Birmingham
WILLMOUGHBY, WILLIAM, Bradford, Grocer July 30
at 11 Off Rec, 31, Manor-row, Bradford
WILSON, THOMAS ARTHUR, Aitkenborough, Notting-
hamshire, Lace Salesman July 29 at 12 Off Rec,
St Peter's Church walk, Nottingham

ADJUDICATIONS.

BATES, EDWIN, Queen's rd, Peckham, Saddler High
Court Pet July 14 Ord July 19
BROOKS, JOHN, Milford, nr Stafford, Builder Staf-
ford Pet July 16 Ord July 16
BROOKSBANK, ALBERT, Shipley, Yorkshire, Yardman
Bradford Pet July 16 Ord July 17
ELMER, GEORGE RICHARD, Chelmsford, Butcher
Chelmsford Pet July 9 Ord July 16
FEE, JOSEPH, Middleton, Suffolk, Bricklayer Great
Yarmouth Pet July 14 Ord July 17
GOLDBERG, LOUIS, Leeds, Slipper Maker Leeds Pet
July 16 Ord July 16
HALFON, J. S., Duke st, Piccadilly, no occupation
High Court Pet May 22 Ord July 18
HAWKES, HENRY JAMES, Royal Leamington Spa,
Warwickshire, Tobaccoist Warwick Pet June
6 Ord June 14
HEGARTY, RICHARD DOMINICK, Seething lane, Pro-
vision Agent High Court Pet June 28 Ord
July 18
HELMORE, FREDERICK GEORGE, Grafton st, Sur-
veyor High Court Pet July 14 Ord July 18
JEFFERY, RICHARD, Cheltenham, Grocer Gloucester
Pet July 9 Ord July 17
JOHNSON, FRANCIS, Fordham, Cambridgeshire,
Builder Cambridge Pet July 18 Ord July 18
MORRIS, HARRY, Dudley, Builder Dudley Pet July
8 Ord July 17

NUTTING, WILLIAM, Lavender hill, Battersea, Corn
Merchant Wandsworth Pet July 11 Ord
July 17
PARKER, J. MELLOR, Liverpool, Cotton Broker.
Liverpool Pet April 10 Ord July 17
PICKWORTH, JAMES, Hargrave Park rd, Highgate,
Jeweller High Court Pet July 16 Ord July 16
REYNOLDS, JAMES, Croydon, Surrey, Builder Croy-
don Pet June 30 Ord July 18
RICHARDS, JOSIAH PHILLIPS, Melbourne grove, East
Dulwich, Accountant High Court Pet July 17
Ord July 17
SALT, CHARLES, West Hartlepool, Steamship Owner
Sunderland Pet June 16 Ord July 18
SINCLAIR, CHARLES TREVEY, and LUNCAN SYDNEY
SINCLAIR, Foley st, Langham st, Licensed Vic-
tuallers High Court Pet July 18 Ord July 18
STRINGER, DAVID, Annet's rd, Holloway, Provision
Dealer High Court Pet July 9 Ord July 18
STRINGER, EMILY, Deansgate, Manchester Licensed
Victualler Manchester Pet May 21 Ord July 19
TOMBLIN, JOHN, Kilbourne, Derbyshire, Innkeeper
Leeds Pet July 3 Ord July 18
TUCK, W. H., Oatcoat rd, West Brompton High
Court Pet April 16 Ord July 19
TUNNARD, JOHN, Leeds, out of business Leeds Pet
July 19 Ord July 19

The following amended notices are substituted for
those published in the London Gazette, May 16.
DICKIN, GEORGE PRICE, Salop, Farmer Wrexham
Pet Apr 3 Ord May 18
DICKIN, THOMAS BENJAMIN, Salop, Farmer Wrex-
ham Pet Apr 3 Ord May 18

SALES OF ENSUING WEEK.

July 29.—Messrs FURBER, PRIOR, & FURBER, at the
Mart, E.C., at 2 o'clock, a Permanent Rent-charge
(see advertisement, July 12, p. 631).
July 30.—Messrs EDWIN FOX & BOUSFIELD, at the
Mart, E.C., at 2 o'clock, Absolute Reversion and
Freehold Investments (see advertisement, this
week, p. 663).

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All letters intended for publication in the
"Solicitors' Journal" must be authenticated
by the name of the writer.

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Where difficulty is experienced in procuring the
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HANDBOOK on the FORMATION and REGISTRATION of JOINT-STOCK COMPANIES. By TYRRELL T. PAINE, Barrister-at-Law.
51 AND 52, CAREY STREET, W.C., 12, NEW COURT, CAREY STREET, W.C., 49, BEDFORD ROW, W.C., AND 27, CANNON STREET, E.C.
SECRETARIAL AND GENERAL OFFICES, 51 AND 52, CAREY STREET, W.C.

W. H. S. SHIRLEY, Secretary.

NORTHERWOOD PARK ESTATE,

Immediately adjoining Lyndhurst, and commanding the finest views in the New Forest.—A valuable Freehold Residential and Building Property, containing about 121 acres, with possession on completion of the purchase.

MESSESS. DRIVER & CO. will SELL by AUCTION, at the M.A.R.T. Tokenhouse-yard, Louthbury, on THURSDAY, 7th AUGUST, at TWO o'clock precisely, in one Lot, the NORTHERWOOD PARK ESTATE, comprising an attractive and very commodious mansion (recently in the occupation of the Earl of Lonsborough), comprising entrance and inner halls, dining room, library, morning room, and study, a magnificent suite of two drawing rooms opening to saloon or ball room, with stag-headed staircase to lofty conservatory, 30 bed and dressing rooms, and ample domestic offices, standing on high ground, occupying a unique position, overlooking its finely-timbered park and the picturesque church at Lyndhurst, thence over the New Forest to the Solent, with the coast line of the Isle of Wight in the distance, thus disclosing a view not surpassed in the South of England. The pleasure grounds are most charming, and are dressed with specimen conifers and other trees, banks of rhododendrons, and other flowering shrubs. There are extensive kitchen and vegetable gardens and glasshouses. There is stabling for 30 horses, with carriage-houses, &c. Hunting can be enjoyed for eight months in the New Forest. This estate possesses extensive frontages to existing roads, and with the assistance of some interior roads a considerable portion thereof could be developed for building without injuring the mansion for residential enjoyment. There has been of late years and is now a great demand around Lyndhurst for residential sites for good houses, consequently, an excellent opportunity now presents itself to the building investor to supply this increasing demand. The mansion is well adapted for a first-rate hotel and health resort; the latter being much needed in this very special and forested neighbourhood for the accommodation of the many tourists and others frequenting this charming district.

Particulars of Messrs. Nicholl, Manisty, Nicholl, & Fletcher, Solicitors, 1, Howard-street, Strand; of Messrs. Rawlinson & Squary, 32, Great George-street, Westminster, and Salisbury; and of Messrs. Driver & Co., 4, Whitehall, London.

Mundesley-on-Sea. Weymouth, Sidcup, and Cromer.—Freehold Building Plots.—Purchase-money payable by instalments. Free conveyances. No law costs.

MESSESS. BAKER & SONS will SELL by AUCTION the following choice FREEHOLD BUILDING PLOTS, at nominal reserves. A limited number of free return railway tickets are issued to intending purchasers for all these sales, and luncheons provided at the places of sale.

MUNDESELEY-ON-SEA, Norfolk.—In a Marquee on the estate, on Wednesday, Aug. 6, 180 Plots, the second portion of the Cliftonville Estate, adjoining the picturesque old village of Mundesley, possessing grand sea and land views.—Vendor's Solicitor, J. S. Empson, Esq., North Walsham.

WEYMOUTH.—In a Marquee on the estate, on Monday, Aug. 11, at Two for Three precisely, in numerous Lots, by direction of Sir Frederic Johnstone, Bart., the first portion of the Johnstone Estate, comprising about 150 plots of Freehold Building Land, most eligibly situated adjoining the town of Weymouth, opposite Weymouth College, near St. John's Church, Greenhill gardens, the Esplanade, and the beach. The plots now offered are on the main Dorchester-road, lying high, commanding magnificent sea and land views, and are unusually fine sites for detached and semi-detached villas.—Vendor's Solicitor, H. S. Sherry, Esq., 4, Raymond-buildings, Gray's Inn, W.C.

SIDCUP, Kent.—At the Black Horse Hotel, Sidcup, on Monday, Aug. 12, at Two for Three, 103 plots of Freehold Building Land, including several shop plots, being the second portion of the Longlands Park Estate, situate three minutes from Sidcup Station, and adjoining the town. The plot fronts on the main Maidstone-road and other well-made roads, and are unusually well adapted for medium-sized residences and shops.—Vendor's Solicitors, Messrs. Bannister, Williams, & Ram, 15, John-street, Bedford-row, W.C.

OROMER, Norfolk.—In a Marquee on the estate, on Wednesday, Sept. 3, at Two for Three, 100 plots of Freehold Building Land, being a portion of the Oromer Hall Estate, on the summit of a bold cliff, adjoining the railway station, commanding grand sea and land views, offering choice sites for marine residences.—Vendor's Solicitors, Messrs. Parker, Garnett, & Parker, St. Michael's Rectory, Cornhill, E.C.

Particulars may be had of the respective Solicitors, and of the Auctioneers, 11, Queen Victoria-street, E.C.

STIMSON'S LIST OF PROPERTIES for SALE for the present month contains 2,000 investment and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

By order of Mortgagees.—Absolute Reversion.

MESSESS. EDWIN FOX & BOUSFIELD will SELL, at the M.A.R.T. on WEDNESDAY, NEXT, JULY 30, at TWO o'clock, the Absolute Reversion, receivable on the death of a widow, aged 66, to a moiety of a Fund invested in £3,110 London and North-Western Railway Ordinary Stock, £340 Lancaster and Yorks Railway 6 per cent. Preference, £1,000 London and South-Western Railway Ordinary Stock, and £124 2s. 8d. on Mortgage and Cash.

Particulars at the Mart; of Messrs. Down, Sooth, & Down, Solicitors, Dorking, Surrey; and of Messrs. Edwin Fox & Bousfield, 90, Gresham-street, Bank, E.C.

By order of the Executors of the late Thomas Lett, Esq.

Dulwich House, a fine Freehold Building Estate of 18 acres of beautifully-timbered land, with frontages of 1,500ft to Half Moon-lane and Red Post-hill, with vacant possession, for immediate development.

HALF MOON-LANE.

Woodbury and Teynham House, in Separate Lots.—Two Freehold detached Villas and gardens, let at rents amounting to £125 per annum.

HERNE-HILL.

Carlton House, Frankfurt Villa, and Home Lodge, in one lot.—Three Freehold Residences, with extensive gardens and paddocks 12 acres in extent. Leased until 1916, at £357 per annum, and worth £700 per annum.

HERNE-HILL.

Elmdale Lodge.—In One Lot.—A Freehold Family Residence and beautifully-shrubbed and timbered grounds. Leased until 1900, at £105 per annum, but worth £300 per annum.

HERNE-HILL.

Cedar House.—In One Lot.—A Freehold Residence, with beautiful gardens and park-like meadows of nearly nine acres. Leased until 1916, at £150 per annum, but worth £250 per annum.

HERNE-HILL.

No. 15.—In One Lot.—A Freehold old-fashioned Residence, with well-grown garden. Leased at £145 per annum. Possession at Lady Day, 1891.

HERNE-HILL.

Belle-vue.—In One Lot.—A Freehold detached Family Residence, with beautiful grounds of nearly two acres. Leased until 1913 at £130 per annum.

HERNE-HILL.

Freehold Ground-rent of £15 1s. per annum, secured upon a piece of garden, forming part of the grounds of Casino Lodge, with a frontage of 219 ft., and an area of a quarter of an acre.

MESSESS. EDWIN FOX & BOUSFIELD beg to announce that the particulars of the above PROPERTY, for SALE, at the M.A.R.T. on WEDNESDAY NEXT, JULY 30, at TWO, may be obtained of Messrs. Marchant & Benwell, Solicitors, 8, George-yard, Lombard street, E.C.; of Arthur Lett, Esq., Architect and Surveyor, Bond-court House, Walbrook; and of Messrs. Edwin Fox & Bousfield, 90, Gresham-street, Bank, E.C.

SALES BY AUCTION FOR THE YEAR 1890.

MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, July 29	Tues, Aug 19	Tues, Nov 4
Tues, Aug 5	Tues, Aug 26	Tues, Nov 18
Tues, Aug 12	Tues, Oct 7	Tues, Dec 9
	Tues, Oct 21	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, Growing Crops, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than our days previous to the end of the preceding month.

HAMMERSMITH.

Long Leasehold Investments, comprising six brick built residences, Nos. 39, 41, 43, 45, 47, and 49, Taber-road, Bradmore-park east, Hammer-smith, in close proximity to four railway stations. Held for long terms, by separate leases, at moderate ground-rents, and let to produce a gross income of £392 16s. per annum.

MR. WALTER KNIGHT will submit to AUCTION, at the M.A.R.T. Tokenhouse-yard, E.C., on MONDAY, JULY 29th, 1890, at ONE o'clock precisely, the above INVESTMENTS, in One Lot, but if not sold, then in Six Lots.

Particulars and conditions of sale of Messrs. Nash, Field, & Withers, Solicitors, 12, Queen-street, Cheapside, E.C.; at the Mart; and of the Auctioneer, 124, Great Russell-street, Bloomsbury, W.C.

GRAY'S INN, W.C.

By direction of the Executors of the late John Romilly, Esq.—Secure Leasehold Investments, arising out of Suites of well-let Chambers in Raymond-buildings and Gray's Inn-square.

MESSESS. WHITE, BERRY, & TAYLOR will SELL by AUCTION, at the M.A.R.T. Tokenhouse-yard, E.C., on FRIDAY, AUGUST 2, 1890, at ONE o'clock, in 3 Lots (unless previously disposed of), desirable LEASEHOLD INVESTMENTS arising out of Profit Rentals secured on 8 Suites of Chambers, situate on the south side of the Ground and First Floors of No. 5, Raymond-buildings, and on the west side of the Second Floor of No. 7, Gray's Inn-square, Gray's Inn, W.C. Held by separate leases direct from the Hon. Society of Gray's Inn for terms varying from 24 to 27 years at moderate rentals, and let to excellent tenants at rents amounting together to £225 per annum, subject to the usual outgoings common to the Inn.

Particulars and conditions of sale may be obtained of Messrs. Wing & Du Cane, Solicitors, 1, Gray's Inn-square, W.C.; at the Mart; and at the Auctioneers' Offices, 1, Halkin-street, Grosvenor-place, and 50, Sloane-street, S.W.

WELL-SECURED FREEHOLD GROUND-RENTS amounting to £239 per annum, to be sold by order of Trustees. Full particulars of Messrs. HUMBERT, SON, & FLINT, 11, Serle-street, Lincoln's Inn, W.C.

BLOOMSBURY-SQUARE.—Uniquely Attractive RESIDENCE for SALE—Bedford lease, about 50 years unexpired, at £30 per annum. The house is situate on the east side of the square, contains six bed and dressing-rooms, bath-room, &c., with hot and cold water, expensively fitted; good dining and breakfast rooms, fine billiard-room, very large handsome drawing-room, with a magnificent wicker garden and aviary leading therefrom, with fountain and waterfalls, arrangements; the domestic and other offices are ample and convenient; the present owner has occupied the house for the last 14 years, and has spared no trouble or expense in carrying out all that ingenuity and skill could suggest to make the house comfortable, attractive, and sanitariously perfect. Exceptional opportunity for anyone seeking a central, private, or private and professional residence combined. Can be viewed between 11 a.m. and 6 p.m.

For order to view apply to Mr. Cookman, 62, Chancery-lane, W.C.

MR. B. A. REEVES, LAND AGENT AND SURVEYOR, LONSDALE CHAMBERS, 17, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate terms. The Management of Property and Collection of Rents undertaken.

LINCOLN'S INN FIELDS.—Chambers or Offices, at 63, in well-lighted, fire-proof, sanitary building; strong rooms, lift, warmed passages, spaking tubes, hall porter, and resident housekeeper.

LINCOLN'S INN FIELDS.—To be Let, in a Light Spacious Ground Floor Office, large enough for division into two rooms; rent £70 per annum.—Apply to Messrs. DOWSETT & CO., 3, Lincoln's Inn-fields.

MESSESS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 35 and 36, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

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